

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

MID-AMERICA CARPENTERS REGIONAL
COUNCIL PENSION FUND; *et al.*,

Plaintiffs,

v.

DOCK & DOOR INSTALL, INC., *et al.*,

Defendants.

24-cv-06428

Judge Andrea R. Wood

Magistrate Judge Jeannice W.
Appenteng

**PLAINTIFFS' STATEMENT OF UNDISPUTED FACT IN
SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT
PURSUANT TO LOCAL RULE 56.1**

EXHIBITS 101-125

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOI
EASTERN DIVISION

MID-AMERICA CARPENTERS REGIONAL
COUNCIL PENSION FUND; *et al.*,

Plaintiffs,

v.

DOCK & DOOR INSTALL, INC., an Illinois
corporation and MIDWEST DOCK SOLUTIONS,
INC., an Illinois corporation,

Defendants.

Case No 1:24-cv-06428

Judge Andrea R. Wood

Magistrate Judge Jeannice
W. Appenteng

**PLAINTIFFS' STATEMENT OF UNDISPUTED FACT
IN SUPPORT OF THEIR MOTION FOR SUMMARY
JUDGMENT PURSUANT TO LOCAL RULE 56.1**

LIST OF EXHIBITS

1	Declaration of John Conklin
2	Deposition Transcript of Anthony Zarlengo
3	Deposition Transcript of Anthony Brutti
4	Deposition Transcript of Michael Richert
5	Midwest Dock Solutions Inc. Articles of Incorporation, May 16, 2006, (Exhibit 79)
6	Midwest Dock Solutions Inc. Facebook Page, (Exhibit 53)
7	Deposition Transcript of Zachary Corrigan
8	Deposition Transcript of Donald Cruikshank
9	Defendant Midwest Dock Solutions, Inc.'s Answer, [ECF#18], (Exhibit 120)
10	One Jobsite Agreement Between Midwest Dock Solutions, Inc. and Chicago Regional Council of Carpenters n/k/a Mid-America Carpenters Regional Council, Nov. 11, 2011 and GoogleMaps Screenshot of Winpak Portion Packaging Facility, Sauk Village, IL, (Exhibit 81)
11	Midwest Dock Solutions, Inc.'s Fringe Benefit Contribution Reports (Exhibit 85)
12	Deposition Transcript of David Green
13	Krusinski Construction Company Cover Letter, Jun. 11, 2014, Subcontract Agreement, Midwest Dock Solutions, Inc. Certificates of Insurance, Compstak Website, Midwest Dock Solutions, Inc. Facebook Page, and GoogleMaps Images of 14907 Gougar Road, (Exhibit 104)
14	Midwest Dock Solutions, Inc.'s Facebook Page, (Exhibit 19)

15	Deposition Transcript of Anthony Tattini
16	Midwest Dock Solutions, Inc.'s Website, (Exhibit 57)
17	Intentionally Omitted
18	Deposition Transcript of Quinten Williams
19	Subcontract Agreement Between Pepper Construction Company and Midwest Dock Solutions Inc. for North American Warehouse Expansion, Glenview, Illinois, May 15, 2020, (Exhibit 61)
20	Declaration of S. Oertley, Senior Contract Specialist, Pepper Construction Company, Nov. 4, 2025
21	Meridian Design Build: Subcontract between Meridian Design Build and Midwest Dock Solutions, Inc. for 1303 Jack Court Facility Upgrades, Bartlett, IL, May 28, 2024, (Exhibit 65)
22	Opus Design Build LLC Subcontract Agreement between Midwest Dock Solutions, Inc. and Opus Design Build LLC for Mokena Industrial Supply Spec Building A, Dec. 9, 2019
23	Deposition Transcript of Ira Sugar
24	Defendant Midwest Dock Solutions, Inc.'s Objections And Answers To Plaintiffs' First Set Of Interrogatories And Document Production Requests, (Exhibit 40)
25	Defendant Dock & Door Install, Inc.'s Responses To Plaintiffs' First Set Of Interrogatories, (Exhibit 221)
26	Deposition Transcript of Zachary Torkelson
27	Articles of Incorporation of Dock & Door Install, Inc., Jul. 11, 2014, (Exhibit 214)
28	Photograph of Anthony Brutti Race Car, (Exhibit 118)
29	Dock & Door Install, Inc. Answer, [ECF#17], (Exhibit 265)
30	Memorandum of Agreement between Dock & Door Install, Inc. and the Chicago Regional Council of Carpenters, Sep. 18, 2014, (Exhibit 219)
31	Memorandum of Agreement between Dock & Door Install, Inc. and the Chicago Regional Council of Carpenters, Aug. 15, 2019
32	Defendant Dock & Door Install, Inc.'s Responses to Plaintiffs' Document Requests, Dec. 2, 2024
33	Text Message Exchange between Callie Stephens (Gineris & Associates) and Tony Brutti, (Exhibit 106)
34	Dock & Door Install Inc. Invoices to Midwest Dock Solutions, Inc., (Exhibit 223)
35	Email from Tony Brutti, Dock & Door Install, to Tom Downs, Holden Insurance, Jul. 1, 2025, (Exhibit 151)
36	Letter from Thomas Bennington, Jr. (Lawrence Kamin Saunders & Uhlenhop, LLC) to Anthony Zarlengo, Michael Richert, and Anthony Brutti, Jul. 9, 2014, (Exhibit 215)
37	Dock & Door Install Inc. Employer Questionnaire / Application to Chicago Regional Council of Carpenters, Aug. 5, 2014, (Exhibit 218)

38	ADP Client Account Agreement and Authorization to Debit/Credit for Midwest Dock Solutions Inc., Oct. 6, 2016
39	ADP Client Account Agreement and Authorization to Debit/Credit for Dock & Door Install, Inc., Oct. 6, 2016
40	Subcontract Agreement Midwest Dock Solutions Inc. and Clayco Inc., (Exhibit 99)
41	Subcontract Agreement between Midwest Dock Solutions, Inc. and Opus Design Build LLC for Euclid Beverage Expansion Product, Mar. 26, 2024
42	ARCO/Murray Construction Company: Subcontract Agreement between Midwest Dock Solutions, Inc. and ARCO/Murray National Construction Company, Inc., Feb. 27, 2023 SUBJECT TO PROTECTIVE ORDER - TO BE FILED SEPARATELY
43	Intentionally Omitted
44	Dock & Door Install Inc. Certificate of Insurance for Krusinski Construction Company, Aug 6, 2020, (Exhibit 256)
45	Dock & Door Install Inc. Certificate of Insurance for Meridian Design Build, Inc., Apr 14, 2025, (Exhibit 257)
46	Intentionally Omitted
47	Midwest Dock Solutions, Inc. Certificates of Insurance to Krusinski Construction Company, (Exhibit 280)
48	Midwest Dock Solutions, Inc. Certificates of Insurance to Opus Design Build LLC, (Exhibit 282)
49	Midwest Dock Solutions, Inc. Certificates of Insurance to Meridian Design Build LLC, (Exhibit 279)
50	Midwest Dock Solutions, Inc. Certificate of Insurance for ARCO/Murray, LLC, (Exhibit 259)
51	Dock & Door Install Inc. Certificate of Insurance for ARCO/Murray National Holdings, Inc., Mar. 20, 2020, (Exhibit 254)
52	Midwest Dock Solutions, Inc. Certificates of Insurance to Principle Construction Company, Inc., (Exhibit 284)
53	Standard Form of Subcontract Agreement Between Principle Construction Corp. and Midwest Dock Solutions, Inc. for General RV Showroom Huntley, IL, Jan. 26, 2022, (Exhibit 64)
54	Dock & Door Install, Inc. 2016 IRS Form 1120-S (First page only), (Exhibit 172)
55	Dock & Door Install, Inc. 2017 IRS Form 1120-S (First page only), (Exhibit 175)
56	Dock & Door Install, Inc. 2018 IRS Form 1120-S (First page only), (Exhibit 178)
57	Dock & Door Install, Inc. 2019 IRS Form 1120-S (First page only), (Exhibit 181)
58	Dock & Door Install, Inc. 2020 IRS Form 1120-S (First page only), (Exhibit 184)
59	Dock & Door Install, Inc. 2021 IRS Form 1120-S (First page only), (Exhibit 187)
60	Dock & Door Install, Inc. 2022 IRS Form 1120-S (First page only), (Exhibit 190)
61	Dock & Door Install, Inc. 2023 IRS Form 1120-S (First page only), (Exhibit 193)

62	Deposition Transcript of Callie Stephens
63	Deposition Transcript of Sherri Webber
64	Steger, IL Application for Post Office Box Service, Jan. 11, 2021, (Exhibit 49)
65	Steger, IL P.O. Box Service Fee Notice of Midwest Dock Solutions and Credit Card Payment Receipts, (Exhibit 50)
66	Cincinnati Insurance Company Endorsement for Change of Address, Mar. 24, 2021, (Exhibit 240)
67	Cincinnati Insurance Company Billing Statements to P.O. Box 363 from Feb. 28, 2022 to Aug. 29, 2024, (Exhibit 48)
68	Dock & Door Install, Inc. Fringe Benefit Contribution Reports March 2021 to October 2023, (Exhibit 47)
69	Deposition Transcript of Richard Mantoan
70	Deposition Transcript of Nicolas Kelly
71	Deposition Transcript of Branden Bishop
72	Dock & Door Install Inc.'s Fringe Benefit Contribution Reports September 2014 to July 2019, (Exhibit 220)
73	Email from Callie Stephens (Gineris & Associates) to Tony Brutti, Oct. 17, 2016, (Exhibit 222)
74	Email from Sherri Webber to Callie Stephens (Gineris & Associates), Sep. 26, 2018, (Exhibit 211)
75	Quinten Williams LinkedIn Page (Exhibit 2)
76	Tony Tattini Checks from Midwest Dock Solutions, (Exhibit 35)
77	Intentionally Omitted
78	Intentionally Omitted
79	Intentionally Omitted
80	Intentionally Omitted
81	David Green and Anthony Tattini W-2s for 2017, (Exhibit 261)
82	Anthony Brutti W-2 for 2017, (Exhibit 173)
83	Anthony Brutti W-2 for 2018, (Exhibit 176)
84	Don Cruikshank, David Green, and Anthony Tattini W-2s for 2018, (Exhibit 262)
85	Anthony Brutti W-2 for 2019, (Exhibit 179)
86	Anthony Brutti W-2 for 2020, (Exhibit 182)
87	Anthony Brutti W-2 for 2021, (Exhibit 185)
88	Anthony Brutti W-2 for 2022, (Exhibit 188)
89	Jose Aguirre, Don Cruikshank, David Green, Eric Jansma, Nicolas Kelly and Collin Zarlengo W-2s for 2022, (Exhibit 264)
90	Anthony Brutti W-2 for 2023 (Exhibit 191)

91	Jose Aguirre, David Green, Eric Jansma, Nicolas Kelly and Collin Zarlengo W-2s for 2023, (Exhibit 263)
92	David Green W-2s for 2020-2024, (Exhibit 28)
93	Blue Book Building & Construction Network ProView Worksheet and Contract
94	The Blue Book Building & Construction Network Contract for the Period August 2021 through July 2023, Apr. 14, 2021, (Exhibit 105)
95	The Blue Book Building & Construction Network Contract for the Period August 2021 through July 2023, Apr. 14, 2021
96	Email from Ira Sugar, Midwest Dock Solutions Inc., to Zach Adkins, Pepper Construction Company, Nov. 4, 2019, (Exhibit 60)
97	Bid Proposal by Midwest Dock Solutions, Inc. to Opus Design Build LLC, Jan. 21, 2022 for MTC Kenosha 2021, (Exhibit 100)
98	Photograph of Midwest Dock Solutions Truck, (Exhibit 8)
99	Photograph of Midwest Dock Solutions Truck, (Exhibit 5)
100	Photograph of Midwest Dock Solutions Truck, (Exhibit 6)
101	Photograph of Midwest Dock Solutions Shirt (Exhibit 15)
102	Defendant Dock & Door Install, Inc.'s Responses To Plaintiffs' Second Set Of Interrogatories And Document Production Requests
103	Dock & Door, Inc. Deposit Summary, Sep. 1, 2022, Midwest Dock Solutions Inc. Payment of \$10,972, Dock & Door Install Inc. Invoices to Midwest Dock Solutions Inc., (Exhibit 168)
104	Email from Tony Brutti to Margaret Stredde (Esser Hayes), Apr. 20, 2021, (Exhibit 52)
105	Email Exchange Between Tony Brutti, Zack Adkins (Pepper Construction) and Ira Sugar, (Exhibit 241)
106	Email Exchange Between Tony Brutti and Zack Adkins (Pepper Construction), (Exhibit 242)
107	Email Exchange Between Tony Brutti and Christi Adams (Pepper Construction), (Exhibit 243)
108	Email Communications from Sherri Webber to Tony Brutti and Tony Zarlengo, (Exhibit 244)
109	Email Exchange Between Tony Brutti and Christi Adams (Pepper Construction), (Exhibit 246)
110	Email Exchange Between Tony Brutti and Thomas Braun (Pepper Construction), (Exhibit 250)
111	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Christi Adams (Pepper Construction), Mar. 28, 2024, (Exhibit 249)
112	Email from Tony Brutti, Midwest Dock Solutions Inc., to Christi Adams, Pepper Construction, Mar. 28, 2024, (Exhibit 98)

113	Deposition Transcript of Veronica O'Connor
114	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Margaret Stredde (Esser Hayes), Oct. 22, 2020, (Exhibit 287)
115	Email from Margaret Stredde (Esser Hayes) to Tony Brutti (Midwest Dock Solutions Inc.), Oct. 22, 2020, (Exhibit 288)
116	Midwest Dock Solutions, Inc. Certificate of Insurance for Principle Construction Corp., Oct. 16, 2020
117	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Margaret Stredde (Esser Hayes), Oct. 23, 2020, (Exhibit 290)
118	Village of Hazel Crest Department of Building & Inspectional Services, Application for Contractor's Registration Certificate, Company Name: Midwest Dock Solutions
119	Email from Margaret Stredde, Esser Hayes, to Margaret Stredde, Oct. 23, 2020, (Exhibit 291)
120	Midwest Dock Solutions, Inc. Certificate of Insurance for Village of Hazel Crest, Oct. 23, 2020
121	Email from Tony Brutti, Midwest Dock Solutions, to Cathie Demitropoulos, Assured Partners, Jan. 11, 2021, (Exhibit 293)
122	Text Message Between Callie Stephens, Gineris & Associates, Ltd. and Tony Zarlengo, Midwest Dock Solutions, Jun. 13, 2023, (Exhibit 107), EX. 122
123	Text Message from Richard Mantoan to Tony Brutti (Exhibit 273)
124	Email from Mara Spring, Counsel for Holden Insurance, to Kevin McJessy, Plaintiffs' Counsel, Oct. 6, 2025, (Exhibit 253)
125	Deposition Transcript of Jacie Olson

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 101

Search Facebook



Mike Richert

September 23, 2016 · Chicago · 🌐

James Kelly hard at work once again!!!



8

12 comments



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 102

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS REGIONAL
COUNCIL PENSION FUND; *et al.*

Plaintiffs,

v.

DOCK & DOOR INSTALL, INC., an Illinois
corporation and MIDWEST DOCK
SOLUTIONS, INC., an Illinois corporation,

Defendants.

Case No 1:24-cv-06428

Judge Andrea R. Wood

Magistrate Judge Jeannice W. Appenteng

**DEFENDANT DOCK & DOOR INSTALL, INC.'S
RESPONSES TO PLAINTIFFS'
SECOND SET OF INTERROGATORIES
AND DOCUMENT PRODUCTION REQUESTS**

Defendant DOCK & DOOR INSTALL, INC. answers Plaintiffs' second set of interrogatories and document production requests as follows:

INTERROGATORIES

INTERROGATORY NO. 1: Does Anthony Brutti, the owner of Dock & Door, have a familial relationship with either Michael Richert or Anthony Zarlengo, the owners of Midwest Dock; and, if so, what is the nature of their familial relationships?

ANSWER:

Anthony Brutti is the cousin of Michael Zarlengo
Anthony Brutti has not familial relationship with Tony Zarlengo

INTERROGATORY NO. 2: Did Anthony Brutti, the owner of Dock & Door, have health insurance at any time during the period January 1, 2020 to the present; if so, what companies provided Anthony Brutti with his health insurance and who paid the premiums for the insurance?

ANSWER:

Anthony Brutti has had health insurance with AmBetter during January 1, 2020 to present. Dock & Door paid the premiums.

INTERROGATORY NO. 3: Identify everyone on Exhibit A who was provided with a Midwest Dock company credit card.

ANSWER:

Defendant is without knowledge sufficient to respond to this interrogatory.

INTERROGATORY NO. 4: Identify everyone listed on Exhibit A who was provided with clothing with Midwest Dock's name on it, including everyone who was given a T-shirt or sweat shirt like the ones shown in in the following photographs:



ANSWER:

Defendant is without knowledge sufficient to respond to this interrogatory.

INTERROGATORY NO. 5: Identify every person who prepared invoices from Dock & Door to Midwest Dock like the one shown in Exhibit B.

ANSWER:

Only Anthony Brutti prepared invoices to Midwest Dock.

RESPONSES TO DOCUMENT PRODUCTION REQUESTS

1. Produce all communications between Dock & Door on the one hand and any of the following companies on the other hand during the period January 1, 2020 through the present:
 - a. Arco/Murray Construction
 - b. Krusinski Construction
 - c. Meridian Design Build

- d. Pepper Construction
- e. Principle Construction
- f. Opus Design Build
- g. Peak Construction
- h. Clayco
- i. Morgan Harbour Construction
- j. DH Pace

RESPONSE:

See Group Exhibit A.

- 2. Produce each certificate of insurance that Dock & Door or its insurance agent provided to any general contractor (including those listed above in document request number 1) for any projects during the period January 1, 2020 through the present along with documents such as emails or fax cover pages showing the transmittal of the insurance certificate to the general contractor.

RESPONSE:

See Group Exhibit A.

- 3. Produce all videos or photographs of any jobsite where either Dock & Door or Midwest Dock performed work for any of the general contractors identified in document request number 1.

RESPONSE:

Defendant does not possess any videos or photographs responsive to this request.

- 4. Produce all communications between Dock & Door on the one hand and Midwest Dock Solutions on the other hand.

RESPONSE:

Defendant does not possess any documents or other communications between Dock & Door and Midwest Dock.

- 5. Produce all communications between Dock & Door and the persons listed on Exhibit A.

RESPONSE:

Defendant does not possess any documents or other communications between Dock & Door and the persons listed on Exhibit A.

6. Produce all job postings or job advertisements by Dock & Door regardless of date, including any postings in newspapers, on the internet, or on job listing services like LinkedIn, Indeed.com, Monster.com, and ZipRecruiter.com.

RESPONSE:

Defendant does not advertise or post jobs and therefore it does not possess any documents responsive to this request.

7. Produce all job applications received by Dock & Door from the persons listed on Exhibit A.

RESPONSE:

Defendant did not receive job applications from the persons listed on Exhibit A and therefore does not possess any documents responsive to this request.

8. Produce all documents related to Post Office Box 363, Steger, Illinois 60475 (“Box”) regardless of date, including but not limited to any agreement related to the rental of the Box, fees paid for the Box, and documents showing who has access to the Box.

RESPONSE:

Defendant does not possess any documents related to Box..

9. Produce the original excel spreadsheet(s) or other underlying electronic document (including all its metadata) used to create the invoices like the sample attached as Exhibit B.

RESPONSE:

Defendant does not possess the original excel spreadsheet used to create the invoices like the sample attached as Exhibit B.

10. Produce all documents showing all persons who prepared the invoices from Dock & Door to Midwest Dock like the one shown as Exhibit B.

RESPONSE:

Defendant does not possess any documents responsive to this request.

11. Produce all transmittal documents showing the transmittal of all invoices like the one shown as Exhibit B forwarding the invoices from Dock & Door to Midwest Dock.

RESPONSE:

Invoices like the one shown in Exhibit B are e-mailed through Xero.

12. Produce all documents related to the payment of health insurance for Anthony Brutti for the period January 1, 2020, including documents showing who paid the health insurance premium, who the health insurance carrier is and, if the policy is issued through an employer health plan, produce documents showing the name of the company provided health plan.

RESPONSE:

Attached. See Group Exhibit A.

13. Produce the premium invoices, payment records, and policy related to any health insurance benefit, program, plan, or policy providing health insurance coverage for Anthony Brutti.

RESPONSE:

Attached. See Group Exhibit A.

14. Produce all documents related to Dock & Door's purchase of any company branded clothing products, including T-shirts and sweatshirts.

RESPONSE:

Defendant does not purchase any company branded clothing therefore it does not possess any documents responsive to this request.

15. Produce all documents showing who received clothing with Midwest Dock's name on it like the T-shirt and sweatshirt shown in in the following photographs:



RESPONSE:

Defendant is without knowledge regarding who received clothing from Midwest Dock and does not possess any documents responsive to this request.

16. Produce all jobsite or project lists for projects worked on by Dock & Door during the period January 1, 2020 to December 31, 2024.

RESPONSE:

Defendant does not possess any project lists and therefore does not possess any documents responsive to this request.

DOCK & DOOR INSTALL, INC.

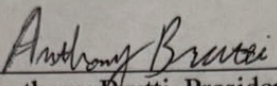
/s/ Todd A. Miller
One of Defendant's Attorneys

May 9, 2025

Todd A. Miller (#6216561)
Kathleen M. Cahill (#6269486)
ALLOCCO, MILLER & CAHILL, P.C.
Counsel for Defendant, Dock & Door
20 N. Wacker Drive, Suite 3517
Chicago, Illinois 60606
(312) 675-4325 TEL
(312) 675-4326 FAX
tam@alloccomiller.com

VERIFICATION BY CERTIFICATION

Under penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that the statements set forth in Defendant, Dock & Door Install, Inc.'s Answers to Plaintiffs' Second Set of Interrogatories are true and correct, except as to such matters therein stated to be on information and belief and as such matters, the undersigned certifies as aforesaid that the undersigned verifies and believes the same to be true.



Anthony Brutti, President
Dock & Door Install, Inc.

CERTIFICATE OF SERVICE

I, Todd A. Miller, an attorney, certify that I caused the foregoing **Answers to Plaintiff's Second Set Of Interrogatories And Document Production Requests** to be served upon:

Todd A. Miller
Kathleen M. Cahill
Allocco & Cahill, P.C.
20 N. Wacker Dr., Ste. 3517
Chicago, IL 60606
tam@alloccomiller.com
kmc@alloccomiller.com

Jeffrey A. Risch
Michael A. Hughes
Amundsen Davis LLC
3815 E. Main St., Suite A-1
St. Charles, IL 60174
jrisch@amundsendavislaw.com
mhughes@amundsendavislaw.com

via Email on May 9, 2025.

/s/ Todd A. Miller

Todd A. Miller (#6216561)
Kathleen M. Cahill (#6269486)
ALLOCCO, MILLER & CAHILL, P.C.
Counsel for Defendant, Dock & Door
20 N. Wacker Drive, Suite 3517
Chicago, Illinois 60606
(312) 675-4325 TEL
(312) 675-4326 FAX
tam@alloccomiller.com

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 103

 OLD NATIONAL BANK

MIDWEST DOCK SOLUTIONS 03-07 12590
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 8-30-22

PAY TO THE ORDER OF MELISSA WILSON \$ 125.00
One Hundred Twenty Five DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR _____

#012590#

08/31/2022 12590 \$125.00

FOR DEPOSIT ONLY
MIDWEST DOCK SOLUTIONS
27 E. 36TH PLACE
STEEGE, IL 60476

12590

MIDWEST DOCK SOLUTIONS 03-07 12529
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 6-30-22

PAY TO THE ORDER OF DAYHOUSE GOLF CLUB \$ 300.00
THREE HUNDRED DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR _____

#012529#

09/01/2022 12529 \$300.00

FOR DEPOSIT ONLY
MIDWEST DOCK SOLUTIONS
27 E. 36TH PLACE
STEEGE, IL 60476

12529

MIDWEST DOCK SOLUTIONS 03-07 12587
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 8-27-22

PAY TO THE ORDER OF DAN MILLER \$ 2,500.00
Two Thousand Five Hundred DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR _____

#012587#

08/31/2022 12587 \$2,500.00

FOR DEPOSIT ONLY
MIDWEST DOCK SOLUTIONS
27 E. 36TH PLACE
STEEGE, IL 60476

12587

MIDWEST DOCK SOLUTIONS 03-07 12588
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 8/21/2022

PAY TO THE ORDER OF South Eastern Dock Systems \$ 19,710.00
Nineteen Thousand Seven Hundred Ten + 00/100 DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR #2022314

#012588#

09/01/2022 12588 \$19,710.00

FOR DEPOSIT ONLY
South Eastern Dock Systems

12588

MIDWEST DOCK SOLUTIONS 03-07 12589
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 8/30/2022

PAY TO THE ORDER OF Giana Margiore \$ 250.00
Two Hundred Fifty + 00/100 DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR _____

#012589#

08/31/2022 12589 \$250.00

FOR DEPOSIT ONLY
MIDWEST DOCK SOLUTIONS
27 E. 36TH PLACE
STEEGE, IL 60476

12589

PLAINTIFF'S EXHIBIT 168

MIDWEST DOCK SOLUTIONS 03-07 12595
27 E. 36TH PLACE
STEEGE, IL 60476

DATE 9/1/2022

PAY TO THE ORDER OF Dock & Dam Install \$ 20,972.00
Twenty thousand nine hundred seventy two + 00/100 DOLLARS

First Midwest Bank
www.firstmidwest.com

FOR _____

#012595#

09/02/2022 12595 \$20,972.00

FOR DEPOSIT ONLY
MIDWEST DOCK SOLUTIONS
27 E. 36TH PLACE
STEEGE, IL 60476

12595

OLD NATIONAL BANK

TlrDDDep Receipt DEPOSIT

Transaction Date: 9/2/2022 12:42

Posting Date: 9/2/2022

**** \$20,972.00

Cash Back: 0.00

346 0002 3877 67

Account Name

DDI Checking - First
Midwest

Bank Account Number

Payment Date

Sep 2, 2022

Invoice Number	Reference	Amount Paid
9274		1,680.00
9275		840.00
9276		840.00
Midwest Dock Solutions	9277	630.00
Midwest Dock Solutions	9278	840.00
Midwest Dock Solutions	9279	840.00
Midwest Dock Solutions	9280	840.00
Midwest Dock Solutions	9281	840.00
Midwest Dock Solutions	9282	768.00
Midwest Dock Solutions	9283	768.00
Midwest Dock Solutions	9284	864.00
Midwest Dock Solutions	9285	1,536.00
Midwest Dock Solutions	9286	768.00
Midwest Dock Solutions	9287	768.00
Midwest Dock Solutions	9288	768.00
Midwest Dock Solutions	9289	1,162.00
Midwest Dock Solutions	9290	1,162.00
Midwest Dock Solutions	9291	664.00
Midwest Dock Solutions	9292	664.00
Midwest Dock Solutions	9293	498.00
Midwest Dock Solutions	9294	840.00
Midwest Dock Solutions	9295	712.00
Midwest Dock Solutions	9298	840.00
Midwest Dock Solutions	9299	840.00
Total 24 item(s)		USD 20,972.00

Deposit Summary

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

815-922-5258

Account Name
DDI Checking - First
Midwest

Bank Account Number
[REDACTED]

Payment Date
Sep 2, 2022

Payment from	Invoice Number	Reference	Amount Paid
Midwest Dock Solutions	9274		1,680.00
Midwest Dock Solutions	9275		840.00
Midwest Dock Solutions	9276		840.00
Midwest Dock Solutions	9277		630.00
Midwest Dock Solutions	9278		840.00
Midwest Dock Solutions	9279		840.00
Midwest Dock Solutions	9280		840.00
Midwest Dock Solutions	9281		840.00
Midwest Dock Solutions	9282		768.00
Midwest Dock Solutions	9283		768.00
Midwest Dock Solutions	9284		864.00
Midwest Dock Solutions	9285		1,536.00
Midwest Dock Solutions	9286		768.00
Midwest Dock Solutions	9287		768.00
Midwest Dock Solutions	9288		768.00
Midwest Dock Solutions	9289		1,162.00
Midwest Dock Solutions	9290		1,162.00
Midwest Dock Solutions	9291		664.00
Midwest Dock Solutions	9292		664.00
Midwest Dock Solutions	9293		498.00
Midwest Dock Solutions	9294		840.00
Midwest Dock Solutions	9295		712.00
Midwest Dock Solutions	9298		840.00
Midwest Dock Solutions	9299		840.00
Total 24 item(s)			USD 20,972.00

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9274

Reference
Krusinski MLRP

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Don Cruikshank 7-31-22: Krusinski MLRP Bensenville, Installation of sectional doors DT	8.00	210.00	1,680.00
Subtotal			1,680.00
TOTAL USD			1,680.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9274

Amount Due 1,680.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9275

Reference
Clipay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Don Cruikshank 8-1-22: Clipay Belle Tire Yorkville, Installation of sectional overhead doors.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9275

Amount Due **840.00**
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9276

Reference
Clopay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Don Cruikshank 8-2-22: Clopay Belle Tire Yorkville, Installation of sectional overhead doors.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9276

Amount Due **840.00**
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9277

Reference
Clopay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Don Cruikshank 8-3-22: Clopay Belle Tire Yorkville, Installation of sectional overhead doors.	6.00	105.00	630.00
Subtotal			630.00
TOTAL USD			630.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9277

Amount Due 630.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9278

Reference
Clayco Cubes

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Nico Kelly 7-28-22: Clayco Cubes Country Club Hills, Installation of sectional doors and loading dock equipment.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9278

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9279

Reference
Meridian Commerce Park

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Nico Kelly 8-1-22: Meridian Commerce Park Chicago, Installation of loading dock equipment.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9279

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9280

Reference
Meridian Army Trail

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Nico Kelly 8-2-22: Meridian Army Trail Glendale Heights, Installation of overhead sectional doors.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9280

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9281

Reference
Meridian Army Trail

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Nico Kelly 8-3-22: Meridian Army Trail Glendale Heights, Installation of overhead sectional doors.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9281

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022
Invoice Number
9282
Reference
Clayco Cubes

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 7-28-22: Clayco Cubes Country Club Hills, Installation of sectional doors and loading dock equipment.	8.00	96.00	768.00
Subtotal			768.00
TOTAL USD			768.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9282
Amount Due 768.00
Due Date Sep 12, 2022
Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9283

Reference
Arco Crow

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 7-29-22: Arco Crow Joliet, Installation of sectional doors and loading dock equipment.	8.00	96.00	768.00
Subtotal			768.00
TOTAL USD			768.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9283

Amount Due 768.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9284

Reference
Krusinski MLRP

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 7-30-22: Krusinski MLRP Bensenville, Installation of sectional doors OT	6.00	144.00	864.00
Subtotal			864.00
TOTAL USD			864.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9284

Amount Due 864.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9285

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Reference
Krusinski MLRP

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 7-31-22: Krusinski MLRP Bensenville, Installation of sectional doors DT	8.00	192.00	1,536.00
Subtotal			1,536.00
TOTAL USD			1,536.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9285
Amount Due 1,536.00
Due Date Sep 12, 2022
Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9286

Reference
Krusinski MLRP

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 8-1-22: Krusinski MLRP Bensenville, Installation of sectional doors	8.00	96.00	768.00
Subtotal			768.00
TOTAL USD			768.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9286

Amount Due 768.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9287

Reference
Krusinski MLRP

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 8-2-22: Krusinski MLRP Bensenville, Installation of sectional doors	8.00	96.00	768.00
Subtotal			768.00
TOTAL USD			768.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9287

Amount Due 768.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9288

Reference
Krusinski MLRP

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Collin Zarlengo 8-3-22: Krusinski MLRP Bensenville, Installation of sectional doors	8.00	96.00	768.00
Subtotal			768.00
TOTAL USD			768.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9288

Amount Due 768.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9289

Reference
Principle 3500 Wolf

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
RJ Mantoan 7-28-22: Principle 3500 Wolf Franklin Park, Installation of overhead sectional doors.	8.00	83.00	664.00
RJ Mantoan 7-28-22: Principle 3500 Wolf Franklin Park, Installation of overhead sectional doors. OT	4.00	124.50	498.00
Subtotal			1,162.00
TOTAL USD			1,162.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9289

Amount Due **1,162.00**
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Invoice Number
9290

Reference
Principle 3500 Wolf

Description	Quantity	Unit Price	Amount USD
RJ Mantoan 7-29-22: Principle 3500 Wolf Franklin Park, Installation of overhead sectional doors.	8.00	83.00	664.00
RJ Mantoan 7-29-22: Principle 3500 Wolf Franklin Park, Installation of overhead sectional doors. OT	4.00	124.50	498.00
Subtotal			1,162.00
TOTAL USD			1,162.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9290

Amount Due **1,162.00**
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9291

Reference
Clipay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
RJ Mantoan 8-1-22: Clipay Belle Tire Yorkville, Installation of sectional overhead doors.	8.00	83.00	664.00
Subtotal			664.00
TOTAL USD			664.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9291

Amount Due 664.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9292

Reference
Clopay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
RJ Mantoan 8-2-22: Clopay Belle Tire Yorkville, Installation of sectional overhead doors.	8.00	83.00	664.00
Subtotal			664.00
TOTAL USD			664.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9292

Amount Due 664.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9293

Reference
Clipay Belle Tire

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
RJ Mantoan 8-3-22: Clipay Belle Tire Yorkville, Installation of sectional overhead doors.	6.00	83.00	498.00
Subtotal			498.00
TOTAL USD			498.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9293

Amount Due 498.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9294

Reference
Arco Crow

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Eric Jansma 8-3-22: Arco Crow Joliet, Installation of sectional doors and loading dock equipment.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9294

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9295

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Reference
Krusinski MLRP

Description	Quantity	Unit Price	Amount USD
Quinten Williams 8-1-22: Krusinski MLRP Bensenville, Installation of sectional doors	8.00	89.00	712.00
Subtotal			712.00
TOTAL USD			712.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9295
Amount Due 712.00
Due Date Sep 12, 2022
Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9298

Reference
Meridian Army Trail

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Christopher Loqui 8-1-22: Meridian Army Trail Glendale Heights, Installation of overhead sectional doors.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022



PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9298

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

INVOICE

Midwest Dock Solutions
27 E. 36th Place
STEGER IL 60475

Invoice Date
Aug 12, 2022

Invoice Number
9299

Reference
Arco Crow

Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Description	Quantity	Unit Price	Amount USD
Christopher Loqui 8-2-22: Arco Crow Joliet, Installation of sectional doors and loading dock equipment.	8.00	105.00	840.00
Subtotal			840.00
TOTAL USD			840.00

Due Date: Sep 12, 2022

PAYMENT ADVICE

To: Dock & Door Install Inc
27 E. 36th Place
STEGER IL 60475

Customer Midwest Dock Solutions
Invoice Number 9299

Amount Due 840.00
Due Date Sep 12, 2022

Amount Enclosed

Enter the amount you are paying above

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 104

From: ILCHI-Selectcerts.apil
Sent on: Wednesday, April 21, 2021 2:58:54 AM
To: [Sharon Shannon](mailto:Sharon.Shannon)
Subject: FW: #21019 - Abt Electronics: 2nd Tier Insurance Non-Compliant (11160 - DDI/MDS)
Attachments: Rider A - Sample Insurance Certificate.2021.03.01.pdf (397.87 KB), ABT.11160.2nd Tier Dock & Door Install COI.2021.07.22.pdf (1.76 MB)

Dock & Door Install Inc

Good Morning Sharon,

Please see below "Rejected" notice and provide a quote of below missing coverages to Tony.

Thank you,



Select Business Team
Certificate Processing

AssuredPartners, Inc.
1811 High Grove Lane, Suite 139
Naperville, IL 60540

P 630.355.2077 F 630.355.7996

www.esserhayes.com | www.assuredpartners.com

Requesting a Certificate of Insurance? Submit request to selectcerts.apil@assuredpartners.com

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Tuesday, April 20, 2021 2:06 PM
To: Margaret R. Stredde <mrs@esserhayes.com>
Subject: Fwd: #21019 - Abt Electronics: 2nd Tier Insurance Non-Compliant (11160 - DDI/MDS)

Hi Margaret, there were some issues with the above Certificate. Can we make the appropriate changes for the McShane Project? This is for Dock and Door Install Inc.

----- Forwarded message -----

From: Sherri Webber <sherri@midwestdocksolutions.com>
Date: Fri, Apr 16, 2021 at 10:48 AM
Subject: Fwd: #21019 - Abt Electronics: 2nd Tier Insurance Non-Compliant (11160 - DDI/MDS)
To: Tony Brutti <tonyb@midwestdocksolutions.com>, Tony Zarlengo <tony@midwestdocksolutions.com>

----- Forwarded message -----

From: Monica Lyons <MLyons@mcshane.com>
Date: Fri, Apr 16, 2021 at 10:30 AM
Subject: #21019 - Abt Electronics: 2nd Tier Insurance Non-Compliant (11160 - DDI/MDS)
To: sherri@midwestdocksolutions.com <sherri@midwestdocksolutions.com>

Good Morning Sherri,



At this time, we have been notified by our Risk Transfer Advocate that your 2nd Tier subcontractor Door & Dock's insurance (copy attached) for this project has been reviewed and is currently non-compliant (see below). Please have them

Thank you for your assistance.

Rejected

Action Taken By Frey, Dedra

Automobile Liability

All Owned Autos: - Coverage must include All Owned Autos.

Excess Liability

Limit - Each Occurrence: - Coverage must include a minimum Each Occurrence limit of \$5,000,000.

Limit - Aggregate: - Coverage must include a minimum aggregate limit of \$5,000,000.

Workers Comp & Emp Liability

Limit - E.L. Each Accident: - Coverage must include a minimum E.L. Each Accident limit of \$1,000,000.

Limit - E.L. Disease - EA Employee: - Coverage must include a minimum E. L. Disease - EA Employee limit of \$1,000,000.

Limit - E.L. Disease - Policy Limit: - Coverage must include a minimum E.L. Disease - Policy limit of \$1,000,000.

"Additional Insureds are added to the Auto Liability policy" needs to be stated on the certificate.

"The Auto Liability policy includes a Waiver of Subrogation in favor of all additional insureds" needs to be stated on the certificate.

"Excess/Umbrella Liability Policy Follows Form" needs to be stated on the certificate.

The certificate indicates excluded individuals and the names of all excluded individuals need to be stated on the certificate.

"The Workers Compensation policy includes a Waiver of Subrogation in favor of all additional insureds" needs to be stated on the certificate.

Thursday, April 15, 2021 5:38:44 PM

Monica Lyons | Project Administrator

McShane Construction Company

2020 Crain's Best Places to Work in Chicago

Seven-Time NAIOP Chicago Contractor of the Year

Direct: 847.692.8823 | **Main:** 847.292.4300

9500 W. Bryn Mawr Avenue, Suite 200 | Rosemont, IL 60018

mlyons@mcshane.com | www.mcshane-construction.com

CHICAGO | AUBURN | IRVINE | MADISON | PHOENIX

McSHANE
CONSTRUCTION
C O M P A N Y



ours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 105

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Thursday, November 4, 2021 9:11 AM
To: Zack Adkins
Subject: [EXTERNAL] Re: FW: Green Era - Closeout Documents by 11/5
Attachments: Clopay Warranty.pdf; Warranty Letter.pdf; Clopay Manual.pdf

Closeout documents for Green Era from Midwest Dock Solutions.

On Thu, Oct 28, 2021 at 10:37 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:

From: Zack Adkins <ZAdkins@pepperconstruction.com>
Sent: Thursday, October 28, 2021 9:02 AM
To: Rodney Walker <rodney@a-hmechanical.com>; Harold Harvey <harold@a-hmechanical.com>; Chris Collis <ccollis@ahorninc.com>; Paul Krauze <pkrauze@atmiprecast.com>; Don Ziegler <dziegler@actionfence.com>; Kelsi Kubo <kubo@actionfence.com>; Willie Hedrick <whedrick@aaexs.com>; Gordon Itami <GordonI@andersonlock.com>; Bill Downey <BDowney@arlingtonsteel.com>; Rick Sojka <rsojka@artlow.com>; Eduardo Salgado <eduardo@cswoodwork.com>; Eric Cox <ecox@dlz.com>; William Gallagher <will@gallagherasphalt.com>; Michael Mannion <mmannion@garcesplumbing.com>; Jeffrey White <jwhite@garcesplumbing.com>; Edward Cezar <edward@ibuilderscorp.com>; Jakelski, Jacob <jacob.jakelski@mjelectric.com>; Dino Conte <dinomconte@sbcglobal.net>; Chris Slowinski MARIO CONTE EXCAVATING <chrisdooleymce@aol.com>; Denver Doherty <ddoherty@michels.us>; Jeremy Olivotti <j.olivotti@msprecast.com>; Evan Saunders <e.saunders@msprecast.com>; Ira Sugar <ira@midwestdocksolutions.com>; Mike Vickers <mvickers@paulreilly.com>; Stephanie Biles <sbiles@paulreilly.com>; Patrick Kowalewski <PKowalewski@pepperconstruction.com>; Larry Kotke <larry@ramfp.com>; keith@sullivanroofing.com; Rick Romeo <rick.romeo@veisolutions.com>; uptowndecoratingcorp@yahoo.com; Estimating Dept. <estimating@uptownpaintingconst.com>
Cc: Christi Adams <CAdams@pepperconstruction.com>
Subject: Green Era - Closeout Documents by 11/5

Morning

See attached closeout checklist.



As it applies to you, please send me Manufacturer's Warranty, O&Ms, As-Builts and Test Reports.

I have attached the Warranty Letter template, however the Substantial Completion/Warranty Start has not yet been approved by the Owner yet.

So, send me what you owe, then we'll follow up with the Warranty Letters once the date is established.

Owner Training for MEP/FP trades to be scheduled later.

Please email me the documents by Friday, 11/5.

Zack Adkins

Project Executive

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847.620.4191

M 630.699.6179

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com



OFFICE 708.367.0801
FAX 708.367.0802
EMERGENCY SERVICE 708.921.8950

GREEN ERA DIGESTER FACILITY AND URBAN CAMPUS
650 W. 83RD STREET
CHICAGO, ILLINOIS

PEPPER/UJAMAA CONSTRUCTION JOB #: 2001015

SUBCONTRACTOR/SUPPLIER GUARANTEE/WARRANTY

SUBCONTRACTOR/SUPPLIER:

SCOPE OF WORK:


DATE OF SUBSTANTIAL COMPLETION: PENDING OWNER

We, the undersigned, herewith guarantee/warranty the overhead doors against defects in material or workmanship or any nonconformity with the requirements of the contract documents for a period of one (1) year from the date of Substantial Completion.

If, during the guarantee/warranty period, any faulty materials or defects in materials or workmanship are found, we agree to promptly replace and repair them, together with any damage to finish, fixtures, equipment or furnishings due to our defective work upon notification by the Architect or Owner at no additional expense to the Owner.

By: Anthony Zarlengo

Title: President

Signature: 

Clopay® Commercial Product Limited Warranty

Models 3715, 3717, 3718, 3720, 3724, 3722, 3730

For a period of ten (10) years from the date of the purchase of your door, if a door section rusts through due to the paint finish cracking, checking or peeling (losing adhesion), as verified upon inspection by persons authorized by Clopay, we will replace or otherwise restore (at our option) any such defective door sections.

In addition, for a period of one (1) year from the date of your purchase of your door, we will repair or replace (at our option) any door section, parts or hardware that is defective in material or workmanship.

Further, for a period of ten (10) years from the date of your purchase of your door, we will repair or replace (at our option) any door section that delaminates.

We will pay all labor and materials costs associated with any repair work described above, however, labor costs associated with the removal and reinstallation of any repaired sections and the installation of replacement sections will be your responsibility.

This warranty extends to and benefits only the original purchaser of the door and to normal usage when the door has been installed and maintained in accordance with the manufacturer's instructions.

Our warranty does not cover these items:

WE WILL NOT PAY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR RESULTING FROM A DEFECTIVE DOOR SECTION, PARTS OR HARDWARE. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Our warranty shall not extend to or cover deterioration due to rust resulting from damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, or occurring as a result of any physical damage after the door left our factory, or failure to provide reasonable, necessary and proper maintenance. Nor shall our warranty extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.

If your door does not conform to this warranty, notify us in writing at the following address promptly after discovery of the defect: Clopay Building Products Company, 8585 Duke Blvd, Mason OH 45040.

WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, AS TO ANY MATTER WHATSOEVER, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To: CTMLH Bluff Road Venture LLC.
4343 Von Karman Ave. Ste. 200
Newport Beach, CA 92660



© 2010 Clopay Building Products Company, Inc.,
A Griffon Company

KEEP THIS DOCUMENT FOR YOUR RECORDS - DO NOT REMIT

Door Model 3200
Installation Company Midwest Dock Solutions
Address 27. E. 36th Pl.
City Steger State IL Zip 60475
Date of Purchase _____

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 106

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Tuesday, December 21, 2021 10:57 AM
To: Zack Adkins
Subject: Re: [EXTERNAL] Re: FW: Green Era - Closeout Documents by 11/5
Attachments: Warranty Letter revised.pdf

Revised warranty letter attached.

On Thu, Dec 16, 2021 at 1:50 PM Zack Adkins <ZAdkins@pepperconstruction.com> wrote:

Please change the warranty letter to a 11/18/2021 start – see attached

Zack Adkins

Project Executive

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847.620.4191

M 630.699.6179

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Thursday, November 4, 2021 9:11 AM
To: Zack Adkins <ZAdkins@pepperconstruction.com>
Subject: [EXTERNAL] Re: FW: Green Era - Closeout Documents by 11/5

Closeout documents for Green Era from Midwest Dock Solutions.

On Thu, Oct 28, 2021 at 10:37 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:



From: Zack Adkins <ZAdkins@pepperconstruction.com>

Sent: Thursday, October 28, 2021 9:02 AM

To: Rodney Walker <rodney@a-hmechanical.com>; Harold Harvey <harold@a-hmechanical.com>; Chris Collis <ccollis@ahorninc.com>; Paul Krauze <pkrauze@atmiprecast.com>; Don Ziegler <dziegler@actionfence.com>; Kelsi Kubo <kubo@actionfence.com>; Willie Hedrick <whedrick@aaexs.com>; Gordon Itami <GordonI@andersonlock.com>; Bill Downey <BDowney@arlingtonsteel.com>; Rick Sojka <rsojka@artlow.com>; Eduardo Salgado <eduardo@cswoodwork.com>; Eric Cox <ecox@dlz.com>; William Gallagher <will@gallagherasphalt.com>; Michael Mannion <mmannion@garcesplumbing.com>; Jeffrey White <jwhite@garcesplumbing.com>; Edward Cezar <edward@ibuilderscorp.com>; Jakelski, Jacob <jacob.jakelski@mjelectric.com>; Dino Conte <dinomconte@sbcglobal.net>; Chris Slowinski MARIO CONTE EXCAVATING <chrisdooleymce@aol.com>; Denver Doherty <ddoherty@michels.us>; Jeremy Olivotti <j.olivotti@msprecast.com>; Evan Saunders <e.saunders@msprecast.com>; Ira Sugar <ira@midwestdocksolutions.com>; Mike Vickers <[mvickers@paulreilly.com](mailto:mvikkers@paulreilly.com)>; Stephanie Biles <sbiles@paulreilly.com>; Patrick Kowalewski <PKowalewski@pepperconstruction.com>; Larry Kotke <larry@ramfp.com>; keith@sullivanroofing.com; Rick Romeo <rick.romeo@veisolutions.com>; uptowndecoratingcorp@yahoo.com; Estimating Dept. <estimating@uptownpaintingconst.com>

Cc: Christi Adams <CAdams@pepperconstruction.com>

Subject: Green Era - Closeout Documents by 11/5

Morning

See attached closeout checklist.

As it applies to you, please send me Manufacturer's Warranty, O&Ms, As-Builts and Test Reports.

I have attached the Warranty Letter template, however the Substantial Completion/Warranty Start has not yet been approved by the Owner yet.

So, send me what you owe, then we'll follow up with the Warranty Letters once the date is established.

Owner Training for MEP/FP trades to be scheduled later.

Please email me the documents by Friday, 11/5.

Zack Adkins

Project Executive

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847.620.4191

M 630.699.6179

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com



OFFICE 708.367.0801
FAX 708.367.0802
EMERGENCY SERVICE 708.921.8950

GREEN ERA DIGESTER FACILITY AND URBAN CAMPUS
650 W. 83RD STREET
CHICAGO, ILLINOIS

PEPPER/UJAMAA CONSTRUCTION JOB #: 2001015

SUBCONTRACTOR/SUPPLIER GUARANTEE/WARRANTY

SUBCONTRACTOR/SUPPLIER:

SCOPE OF WORK:

DATE OF SUBSTANTIAL COMPLETION: November 18, 2021

We, the undersigned, herewith guarantee/warranty the overhead doors (trade) against defects in material or workmanship or any nonconformity with the requirements of the contract documents for a period of one (1) year from the date of Substantial Completion.

If, during the guarantee/warranty period, any faulty materials or defects in materials or workmanship are found, we agree to promptly replace and repair them, together with any damage to finish, fixtures, equipment or furnishings due to our defective work upon notification by the Architect or Owner at no additional expense to the Owner.

By: Tony Zarlengo

Title: President

Signature: 

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 107

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Friday, August 4, 2023 1:38 PM
To: Christi Adams
Subject: [EXTERNAL] Re: FW: Matteson Commerce Center - Closeout Time!
Attachments: Warranty Letter.pdf

Warranty Letter attached for Matteson Commerce from Midwest Dock Solutions.

On Tue, Aug 1, 2023 at 11:00 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:

From: Christi Adams <CAdams@pepperconstruction.com>
Sent: Tuesday, August 1, 2023 10:42 AM
To: ptrainor@activeglassco.com; timreif@adlerplbg.com; Jason Tenpas <jtenpas@aaexs.com>; Matt Skole <mskole@allsealants.com>; Brian Bartasius <bbartasius@alliancecousa.com>; Shahara Byford <sbyford@byfordconstruction.com>; G. Maldonado <gmaldonado@cecchin-inc.com>; JJ Hund <jhundjr@classiclandscapeltd.com>; William Sweatt <wsweatt@connellyelectric.com>; Ryan Andreas <randreas@continentalpainting.com>; ellisonb@fairbornequipment.com; Ernesto Esparza <eesparza@glenrockcompany.com>; bhochstatter@houseofdoorsinc.com; Dan Maras <dmaras@portaking.com>; Ken Bridgmon <ken@kingerysteel.com>; Ira Sugar <ira@midwestdocksolutions.com>; Don Anderson <danderson@plote.com>; eringstad@primescaffold.com; Will McCoy <wmccoy@rankingroup.com>; Joe Ryan <joe.ryan@ryancentral.com>; Mike O'Connell <MikeO@scurtocement.com>; Jennifer Niemiec <jniemiec@sunmechsys.com>; apmosqueda@truseal-inc.com; Paul Suvanich <Paul.Suvanich@usafp.us>; Melissa Murphy <mmurphy@parvinclauss.com>
Cc: Chance Van Dyck <CVanDyck@pepperconstruction.com>; Angela Wisker <AWisker@pepperconstruction.com>
Subject: RE: Matteson Commerce Center - Closeout Time!

Good morning, Matteson Team! Please see attached warranty letter to be placed on your letterhead. Our date of Substantial Completion date has been set and is August 1, 2023, the date to be used for warranties.

Please see below email dated 7/18/23 below for the closeout information that was requested. Hopefully you have most pulled together already.



We are requesting this information to be submitted by August 15th. If you have any questions, please let me know. Please do your best to get your closeout submitted as soon as possible! Thank you.

The building looks great and was fun to watch from the office with all the of pictures! I am going to mention and remind everyone to keep your COI renewals coming as they renew in the coming months.

Christi S Adams

Project Coordinator

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4037

Be kind to each other

[Click here to read Pepper's 2022 Annual Review | Join our team](#)

From: Christi Adams

Sent: Tuesday, July 18, 2023 10:15 AM

To: ptrainor@activeglassco.com; timreif@adlerplbg.com; Jason Tenpas <jtenpas@aaexs.com>; Matt Skole <miskole@allsealants.com>; Brian Bartasius <bbartasius@alliancecousa.com>; Shahara Byford <sbyford@byfordconstruction.com>; G. Maldonado <gmaldonado@cecchin-inc.com>; JJ Hund <jhundjr@classiclandscapeltd.com>; William Sweatt <wsweatt@connellyelectric.com>; Ryan Andreas <randreas@continentalpainting.com>; ellisonb@fairborneequipment.com; Ernesto Esparza <eesparza@glenrockcompany.com>; bhochstatter@houseofdoorsinc.com; Dan Maras <dmaras@portaking.com>; Ken Bridgmon <ken@kingerysteel.com>; Ira Sugar <ira@midwestdocksolutions.com>; Don Anderson <danderson@plote.com>; eringstad@primescaffold.com; Will McCoy <wmccoy@rankingroup.com>; Joe Ryan <joe.ryan@ryancentral.com>; Mike O'Connell <MikeO@scurtocement.com>; Jennifer Niemiec <jniemiec@sunmechsys.com>; apmosqueda@truseal-inc.com; Paul Suvanich <Paul.Suvanich@usafp.us>; Melissa Murphy <mmurphy@parvinclauss.com>
Cc: Chance Van Dyck <CVandyck@pepperconstruction.com>; Angela Wisker <AWisker@pepperconstruction.com>

Subject: Matteson Commerce Center - Closeout Time!

Good morning, Matteson Team, please start pulling together your closeout information for Matteson 57 Commerce! We thank you for all your efforts out there and the part you played. For those still working out there please forward when you can – thank you everyone!

For now, please get your As-Builts and Operation & Maintenance Manuals together, you can start forwarding your information electronically to my attention. It will be determined later if we need hard copies. Please name your pdfs clearly.

At this time, we are not sure of our Warranty Date, so do not send your warranties over quite yet. I will forward a form letter over once the client gives us the date to use! Thank you.

I. AS-BUILT DRAWINGS (you know who you are for this)

II. OPERATIONS & MAINTENANCE MANUALS

1. Operating instructions.
2. Maintenance instructions for equipment and systems.
3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
4. Shop Drawings and product data.
5. Test Reports

III. WARRANTIES

1. Warranty letter – **August 1, 2023** *****
2. Provide copies/certificates of manufacturer and all extended warranties that apply to your work or material provided.

Please let me know who will be pulling this data together from your team. Please let me know if you have any questions. Thank you!

Christi S Adams

Project Coordinator

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4037

Be kind to each other

[Click here to read Pepper's 2022 Annual Review | Join our team](#)

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



OFFICE 708.367.0801
FAX 708.367.0802
EMERGENCY SERVICE 708.921.8950

Matteson 57 Commerce Center

PEPPER CONSTRUCTION COMPANY JOB #: 2200210

SUBCONTRACTOR: Company Name Here
SCOPE OF WORK: Enter Your Scope Here
DATE OF SUBSTANTIAL COMPLETION: August 1, 2023

We, the undersigned, herewith guarantee/warranty the overhead doors (trade) against defects in material or workmanship or any nonconformity with the requirements of the contract documents for a period of one year from the date of Substantial Completion. (unless noted otherwise or for the extended warranties)

If, during the guarantee/warranty period, any faulty materials or defects in materials or workmanship are found, we agree to promptly replace and repair them, together with any damage to finish, fixtures, equipment or furnishings due to our defective work upon notification by the Architect or Owner at no additional expense to the Owner.

By: Tony Zarlengo
Title: President
Signature: [Handwritten Signature]

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 108

From: Tony Zarlengo <tony@midwestdocksolutions.com>
Sent: Friday, June 9, 2023 9:39 AM
To: Tony Brutti <ajbrutti@gmail.com>
Subject: Fwd: Crow Holdings Joliet Truck Terminal
Attach: C555_1011_Midwest Dock Solutions.pdf

We have no closeouts for this job?

Thank you,

Tony Zarlengo
Midwest Dock Solutions
708-367-0801

----- Forwarded message -----

From: Sherri Webber <sherri@midwestdocksolutions.com>
Date: Fri, Sep 9, 2022 at 11:29 AM
Subject: Fwd: Crow Holdings Joliet Truck Terminal
To: Tony Brutti <tonyb@midwestdocksolutions.com>
Cc: Tony Zarlengo <tony@midwestdocksolutions.com>

They need a warranty letter please for the attached contract.

Please email it to: lgeorge@arcomurray.com

Thanks!

----- Forwarded message -----

From: Esguerra, Liscel <lesguerra@arcomurray.com>
Date: Tue, Dec 7, 2021 at 2:47 PM
Subject: RE: Crow Holdings Joliet Truck Terminal
To: Longino, Helene <hlongino@arcomurray.com>
Cc: Sherri Webber <sherri@midwestdocksolutions.com>

Hi Sherri,

See attached contract for reference.

Thank you,

Liscel Esguerra

ARCO/Murray

331-201-8838 | vCard

www.arcomurray.com



MDS - 002551

IMPORTANT NOTICE

Please execute the contract via DocuSign. Please DO NOT fax, email, or mail the document back to us.

The process is simple:

TE

1. Click View Documents and Agree to Sign Electronically
2. Type in: Your name, Title, Date
3. For contracts \$10,000 or more, complete ALL FIELDS in Exhibit A-Note if all fields are not complete, you cannot submit your signature for the document. For fields you will not be putting information or a dollar amount in, use "-", "N/A", or something of that nature.
4. For contracts under \$10,000, Exhibit A requires only a signature and date.
5. Click Complete Signature

TE

The Project Manager will then sign the contract and a fully executed copy will be emailed automatically to everyone. Our process is that ALL documents must be signed through DocuSign. Please submit PDF copies of your insurance, via email, to the Liscel Esguerra, (lesguerra@arcomurray.com) in order to be compliant for payment. If you are not compliant, payment will not be issued.

Contracts **will not** be considered executed if your Certificate of Insurance is not submitted at the time of signature!

All contracts must be executed and received by ARCO/Murray **prior** to starting any work.

Thank you.

TE

Have an address change?

Email: lesguerra@arcomurray.com

Manager ☐
 Subcontractor ☐
 Superintendent ☐

ARCO/Murray National Construction Company, Inc.

3110 Woodcreek Drive
 Downers Grove, IL 60515
 Phone: 331-251-2726

SUBCONTRACT AGREEMENTE & O Req'd: ☐ YES or ☒ NO

Job No:	C555- Crow Holdings Joliet Truck Terminal	Proj. Mgr.:	Jack York
Subcontract No:	C555-1011	Job Sup't:	Jim Henchel
Job Phone:	331-251-2726	Sup't Cell:	331-775-8285
Job Fax:	331-251-2727	Sup't Email:	jhenchel@arcomurray.com
Contractor's Accountant:	Laura Brown lbrown@arcomurray.com	Job Location:	2901 Channahon Rd. Joliet, IL 60436
Contractor License #:		Subcontractor License #:	
		Sub License Holder:	
Subcontractor PM:	Ira Sugar ira@midwestdocksolutions.com 708.280.2642	Sub Accountant:	Sherrie Weber sherri@midwestdocksolutions.com
Subcontractor:	Midwest Dock Solutions, Inc 3211 Holeman Ave Steger, IL 60475	Vendor #:	57639
		PM Firm:	57639
Subcontractor Phone:	708-367-0801	Date:	08/31/2021
Subcontractor Fax:			

CSI No: Description:

08-0900- Overhead Doors

This agreement ("Subcontract") is made and entered into between ARCO/Murray National Construction Company, Inc. ("Contractor") and Midwest Dock Solutions, Inc ("Subcontractor") as of 08/31/2021 concerning the following project: C555- Crow Holdings Joliet Truck Terminal, Joliet, IL (the "Project"):

- (a) Project Description: 117,024 SF Trucking Terminal
- (b) Owner: CHI Development Operating, LLC
- (c) Architect:
- (d) Location of Project: 2901 Channahon Rd.
Joliet, IL 60436
- (e) SUBCONTRACT SUM: \$1,108,581.00

TERMS & CONDITIONS**Article 1****SUBCONTRACTOR'S WORK & THE CONTRACT DOCUMENTS**

1.1 **Subcontract Work:** Subcontractor hereby agrees to perform and furnish all of the labor, services and materials required for the construction and completion of Subcontractor's portion of the Project, as defined in, and in accordance with, the terms and conditions of this Subcontract and the terms, specifications and conditions set forth in the Contract Documents identified in Paragraph 1.2 herein ("Subcontract Work"). Any work performed by Subcontractor with respect to the Project before the date of this Subcontract shall also be governed by the terms of this Subcontract, notwithstanding the terms of any prior agreement.

1.2 **Contract Documents:** The Contract Documents shall mean and consist of this Subcontract and all exhibits and addenda now or subsequently attached hereto; the **List of Subcontractors and Suppliers** for the Subcontract Work, prepared by Subcontractor and approved by Contractor as set forth in the attached **Exhibit A**; the **Insurance Requirements and Sample Form of Certificate of Insurance** attached hereto as **Exhibit B**; the **Additional Safety Requirements** attached hereto as **Exhibit C**; the **Application for Payment Form** attached hereto as **Exhibit D**; the **Scope of Work**, including plans, drawings and specifications as to particular elements of the Project, attached hereto as, or as referenced in, **Exhibit E**; the **Drawing Log**, attached hereto as **Exhibit F**; the **Lien Waiver Forms** attached hereto as **Exhibit G**; the state-specific Addendum, if any; all Change Orders and written modifications to this Subcontract executed after the date of this Subcontract by both Contractor and Subcontractor; and any bonds required to be furnished by Subcontractor pursuant hereto, all of which are incorporated herein by this reference. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. In the event of a conflict between Contract Documents or an internal conflict within a Contract Document, the better quality and greater quantity of work provided for shall govern in accordance with the Contractor's interpretation and no adjustment shall be made to the Subcontract Sum as a result of such conflicts or interpretations. The terms of this Subcontract (including all exhibits) shall be deemed to supersede all other oral or written communications between Contractor and Subcontractor. Subcontractor is solely responsible for notifying Contractor in writing of all such deviations, and such deviations will only be deemed accepted by Contractor to the extent a Change Order is executed by Contractor incorporating the identified deviation from the Contract Documents. Should added labor, materials, services or other elements not shown in the Contract Documents, but reasonably inferable from the Contract Documents, be necessary to complete Subcontract Work, Subcontractor will furnish the same without any change in the Subcontract Sum (as defined in Paragraph 2.1 herein).

1.3 **Performance of Subcontract Work:** Subcontractor shall perform and complete the Subcontract Work in accordance with the following standards and requirements: (a) Subcontractor shall furnish efficient business administration and supervision, shall furnish at all times an adequate supply of workers, equipment and materials and shall perform the Subcontract Work in an expeditious and economical manner consistent with the requirements of this Subcontract; (b) the Subcontract Work shall be performed in a good and workmanlike manner, free of any and all liens and claims of any nature, including claims or liens of laborers, labor unions, suppliers and Subcontractor's subcontractors, etc.; (c) all equipment, materials and labor to be furnished by Subcontractor shall conform strictly to the requirements of the Contract Documents, and all materials and equipment to be installed in the Project shall be new, unless otherwise specified, and of good quality; (d) Subcontractor shall be responsible for obtaining and shall pay for all necessary certificates, permits, inspections and tests necessary for completing Subcontract Work on a timely basis, provided that Subcontractor shall not be responsible for obtaining or paying for the Project building permit; (e) Subcontract Work shall be completed at Subcontractor's expense in strict accordance with all applicable state, federal and local laws, regulations, codes and ordinances, including but not limited to the Occupational Safety and Health Act of 1970, as amended from time-to-time, all requirements set forth on Exhibit C, and all applicable environmental laws and regulations, as well as with Contractor's standards and requirements, to the extent more stringent; (f) Subcontractor shall furnish all scaffolding, tools and equipment (including equipment for hoisting) that may be necessary to do Subcontract Work properly and expeditiously; (g) Subcontractor will inspect the conditions at the Project which may impact Subcontract Work in order to confirm that the Project is in proper condition to receive the Subcontract Work, and shall immediately verbally report to the Contractor and confirm in writing any non-conforming Project condition or any discrepancy or errors it discovers in the drawings, specifications, Project or Subcontract Work; (h) the installation and/or construction of the Subcontract Work shall be deemed as Subcontractor's acceptance that conditions at the Project and the plans, specifications and drawings are as they need to be for Subcontractor to perform the Subcontract Work; (i) Subcontractor assumes the risk of ascertaining proper dimensions for prefabrication, as well as the risk of installing any of Subcontract Work where there are on-site conditions or discrepancies or errors in the Contract Documents not caused by Subcontractor but which nevertheless are known or should be known by Subcontractor and which do or may adversely impact such installation; (j) Subcontractor shall remove from the Project site any employee or employees unsatisfactory to the Contractor; (k) Subcontractor shall provide, and shall cause its subcontractors to provide, at all times when the Subcontract Work is being performed, a competent and well trained on-site supervisor acceptable to Contractor who is fluent in spoken and written English; such on-site supervisor shall not be reassigned to a different project without Contractor's prior written consent; (l) Subcontractor shall pay when due for all supplies, fuel, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description including workers' compensation insurance premiums, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Subcontractor, union costs and dues including but not limited to required pension, health and welfare fund contributions, and all other expenses whatsoever incurred in or as a result of, the performance of Subcontract Work; (m) Subcontractor shall be solely responsible to contact all appropriate sources in order to accurately determine the location of all underground wiring, plumbing, utilities, telecommunications systems and other similar items, and to have all such items clearly marked prior to commencement of any excavation (if applicable); (n) Subcontractor shall perform the Subcontract Work during normal working hours of normal working days unless otherwise specifically set forth in this Subcontract or directed by Contractor; (o) Subcontractor shall ensure the safety of all persons on the Project in course of and with respect to Subcontractor's operations; (p) Subcontractor shall keep the Project free from accumulation of water, material or rubbish caused by Subcontractor's operations; (q)

that Subcontractor and its employees and subcontractors shall be in compliance with all license and registration requirements imposed under applicable law; (r) Subcontractor and its employees and subcontractors shall not encroach upon property adjacent to the Project for storage of material, nor shall they be permitted on such adjacent properties without the permission of the Contractor and such adjacent property owners; (s) Subcontractor shall repair at its expense any and all damage to adjacent property caused by the Subcontract Work, and shall indemnify and hold harmless Contractor from any liability or responsibility for any claims due to such damage or injury and shall defend any action brought by reason thereof at its cost; (t) Subcontractor shall update and supplement as necessary, the list of sub-subcontractors and suppliers listed on Exhibit A in order to insure that Contractor always has complete and accurate information concerning the identity of who is supplying materials and/or labor for the Project; (u) Subcontractor shall observe when established separate gates for entry into the Project site; and (v) Subcontractor shall exercise that level of expertise and experience that enables it at all times to perform the Subcontract Work with the diligence and care reasonably exercised by experienced and fully competent contractors within Subcontractor's trade and profession (if applicable) on similarly situated projects, including but not limited to properly and timely designing (if applicable) and constructing the Subcontract Work.

1.4 Time for Performance of Subcontract Work: Time is of the essence of this Subcontract in all respects, including but not limited to delivery, installation, erection and otherwise. Subcontractor shall commence the Subcontract Work upon: ☒ full execution of this Subcontract, and/or ☒ Contractor's notice to proceed ("Commencement"), and shall proceed with sufficient labor and equipment continuously to complete the Subcontract Work within the Subcontract Completion Time, as updated from time-to-time by Contractor. Subcontractor hereby agrees to complete the Subcontract Work within the time period specified in the Scope of Subcontract Work ("Subcontract Completion Time"). Subcontractor shall adjust its scheduling from time-to-time as directed by Contractor, including performing certain parts of the Subcontract Work before other parts.

In the event the Subcontract Work is delayed due to the willful misconduct of Contractor, abnormal and unforeseeable weather or any other cause which Contractor agrees is beyond the control of Subcontractor, and Subcontractor demonstrates in writing that such condition(s) prevented Subcontractor from performing critical-path Subcontract Work ("Delays"), Subcontractor may request an extension of the Subcontract Completion Time. However, the Subcontract Completion Time shall not be extended for any reason, including Delays, unless the following absolute preconditions are fully and timely satisfied: (i) Subcontractor requests in writing from Contractor an extension of the Subcontract Completion Time, including a detailed explanation of the circumstances of the Delay and actions taken by the Subcontractor to mitigate or overcome the effects of such Delay, no later than three (3) business days after commencement of the Delay; and (ii) Contractor determines that such delay could not have been avoided, recovered or mitigated by reasonable actions taken by the Subcontractor; and (iii) Contractor receives, at a minimum, a corresponding extension of the Contract Time under the General Contract with the Owner (collectively, "Preconditions"). In no event will Contractor be obligated to extend the Subcontract Completion Time if any one or more of the preconditions are not satisfied. Timely, (no later than 5 days after commencement of any such claimed Delay) complete and accurate documentation shall be provided to Contractor to substantiate any equitable claims by Subcontractor for reimbursement of damages incurred by Subcontractor solely due a Delay. Subcontractor acknowledges its understanding that untimely, incomplete or inaccurate submissions of claims for damages due to Delays may preclude Contractor from seeking reimbursement for such damages from Owner, and that if Contractor is no longer able to seek reimbursement from Owner due to Subcontractor's failure to timely submit and substantiate its Claims, Subcontractor shall be deemed to have waived any such claims. Except as otherwise set forth herein and agreed in a Change Order executed by Subcontractor and Contractor, an extension of the Subcontract Completion Time shall be Subcontractor's sole and exclusive remedy for Delay.

1.5 Manufacturer's Warranties. Subcontractor hereby assigns to Contractor and Owner all manufacturer's warranties and guarantees for any and all equipment and fixtures to be installed at or attached to the Project site pursuant to this Subcontract. Upon final completion of the Subcontract Work, and before Contractor will be obligated to make final payment hereunder, Subcontractor shall deliver to Contractor: (i) originals or copies of all warranty and guarantee documents and all cut sheets and instructions and operating manuals of all equipment and fixtures; (ii) a final listing of serial numbers, if applicable, for all such equipment and fixtures along with the names and addresses of the manufacturers and suppliers of such equipment and fixtures; and (iii) final as-built drawings, if applicable, in hard-copy and electronic format.

1.6 Design-Build Elements: The parties acknowledge and agree that only if the Subcontract Work includes the furnishing of design elements (the "Design Elements"), will the terms of this Section 1.6 apply. Subcontractor shall provide Contractor with complete and detailed plans and specifications of the Design Elements (the "Design Plans and Specs") that are consistent with: (i) all applicable codes, laws and regulations; (ii) the Contract Documents; (iii) that professional level of care applicable to members of the design profession furnishing design services as required by the Contract Documents ("Standard of Care"); and (iv) the performance and other specifications included in the bid instructions attached to the Subcontract ("Specifications"). All design work shall be performed only by qualified architects, engineers and other design professionals duly licensed, as necessary, in the jurisdictions in which the Project is located. All Design Plans and Specs shall be stamped or sealed by a duly licensed or registered design professional, and, when approved by Contractor, shall become part of the Contract Documents. Modifications to the Design Plans and Specs shall become Contract Documents when incorporated by Change Order into this Subcontract. Subcontractor will disclose the identity of any engineers or consultants that Subcontractor wishes to retain, and will refrain from hiring anyone to whom Contractor has a reasonable objection. Subcontractor agrees that it shall correct any errors, omissions or other defects in the Design Plans and Specs (either through revised drawings or through written or field modifications or clarifications, as appropriate) with the level of promptness required in order to comply with the Project Schedule, and at no additional cost to Contractor or Owner. However, Contractor shall not have a duty to discover such errors; Subcontractor shall remain solely responsible for producing Design Plans & Specs that are in compliance with the applicable Standard of Care, Specifications and the Contract Documents. At no additional cost to Owner and Contractor, Subcontractor shall pay all royalties and license fees arising from the Design Plans and Specs, and shall defend any suits or claims for infringement of patent rights or other intellectual property rights, and shall save Contractor and Owner harmless from loss on account thereof. Contractor's approval of Design Plans and Specs that do not comply with the Contract Documents

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

shall not constitute approval of any changes from the Contract Documents unless such changes are specifically highlighted in the proposed Design Plans and Specs as changes.

Article 2 SUBCONTRACT SUM & PROGRESS PAYMENTS

2.1 Subcontract Sum: Subject to the terms and conditions contained herein, and to the full and complete performance by Subcontractor as and when required hereunder, of its obligations as specified herein, Contractor shall pay the sum of **One million, one hundred eight thousand, five hundred eighty-one 00/100 dollars \$1,108,581.00**. It is understood and agreed that the Subcontract Sum is a lump sum amount and is not subject to increase under any circumstances unless both Contractor and Subcontractor execute a change order increasing the Subcontract Sum (a "Change Order").

2.2 Required Submittals for Payments: Subcontractor shall not be entitled to any payment for the Subcontract Work unless and until the following are submitted to Contractor on or before the 20th of the calendar month:

- a) Application for Payment: Subcontractor shall utilize the Application for Payment, to be based upon the schedule of values (shown on Exhibit A), either in the format shown on Exhibit D, and attaching AIA Form G703, or as may be otherwise specified by Contractor; and
- b) Lien Waivers: Subcontractor must furnish unconditional lien waivers from itself and all its subcontractors and suppliers, including suppliers for material, equipment and labor, before progress or final payments are due to Subcontractor. Lien waivers provided by Subcontractor and its subcontractors shall be in the form attached hereto as Exhibit G, or as Contractor, Owner, or any lender or title company may otherwise require. Upon Contractor's request or if required by the General Contract, Subcontractor shall furnish conditional lien waivers with and for the payment sought in the Application for Payment.
- c) Other Documents: Contractor may require other documents, in which case Subcontractor shall furnish invoices, statements and other documentation in order to substantiate the amounts claimed due in any Application for Payment.
- d) Final Payment: Prior to final payment hereunder, Subcontractor shall deliver all items specified in Section 1.5 herein in addition to all other requirements hereunder, including completion of all punch list items in accordance with all Subcontract requirements.

2.3 Joint Checks: Contractor reserves the right to issue joint checks to Subcontractor and its subcontractors and suppliers, or to pay such subcontractors and suppliers directly, but this shall not obligate Contractor to see to the proper disposition or application of any money advanced to or on behalf of Subcontractor. If Subcontractor fails to certify in writing all amounts due to any of its lower tier subcontractors or suppliers within 5 days after Contractor's request for such confirmation, Contractor shall have the right to rely on such lower tier's certification of the amount due it, and upon payment of such amount directly or via joint check, the Subcontract Sum shall be reduced accordingly, without further agreement of Subcontractor.

2.4 Processing of Payment: Following timely submittal of an Application for Payment, with all other documents as required hereunder or as requested by Contractor, Contractor will begin processing such Application for Payment on the 20th of the following month (). Processing and payment may be delayed to the following month to the extent that any Application for Payment from Subcontractor is received by Contractor in an incomplete form, without required documentation (including but not limited to required insurance) and/or later than the 20th of the prior month. To the extent enforceable under applicable law, Contractor's obligation to pay Subcontractor is expressly contingent upon, and subject to, receipt of payment for the Subcontract Work by Contractor from Owner.

2.5 Retention: Contractor shall retain 10.00% of each payment otherwise due Subcontractor until the later to occur of (i) Contractor's acceptance of the Subcontract Work; and (ii) Contractor is paid its retention withheld by Owner for Contractor's Work. The retention shall be due within 15 days thereafter, or as otherwise required under applicable state law, upon a separate billing by Subcontractor, after satisfaction of the foregoing conditions in (i) and (ii), and satisfaction of all obligations of Subcontractor in Section 2.2 herein.

2.6 Right to Withhold Payment & Other Remedies: Contractor shall be entitled, upon notice to Subcontractor, to terminate this Subcontract, reduce or eliminate all or any element of the Subcontract Work (with a corresponding reduction in the Subcontract Sum), withhold payment of all or any part of an Application for Payment or nullify all or any part of a previous Application for Payment and withhold that amount Contractor reasonably deems necessary to protect the interests of Contractor and/or Owner, on account of defective work or default by Subcontractor under this Subcontract or, to the fullest extent permitted by law, any other agreement between Subcontractor and Contractor or Contractor's affiliates. Grounds for exercising Contractor's remedies hereunder include liens and claims arising out of the Subcontract Work, or reasonable evidence indicating the probable filing thereof, reasonable evidence that the Subcontract Work will not be completed within the Subcontract Completion Time, Owner's objection to the payment of the Subcontractor, bankruptcy or insolvency of Subcontractor, defective work, third-party claims arising out of the performance of the Subcontract Work; delays or damage to other contractors' work, Subcontractor's failure to provide sufficient manpower to maintain the required progress of the Subcontract Work; or any other reasonable cause. In addition to withholding payment, Contractor shall have the right to exercise any other remedy available hereunder, at law or equity, including but not limited to (i) requiring Subcontractor to remove and/or replace any defective materials or work upon notice from Contractor, at Subcontractor's sole cost and expense, (ii) removing Subcontractor from the Project, (iii) taking possession of all materials at the job site for purposes of completing the Subcontract Work, (iv) offsetting direct and indirect costs incurred by Contractor to complete, correct or accelerate the Subcontract Work, to the extent arising out of Subcontractor's breach of this Subcontract or, to the fullest extent permitted by law, any other agreement between Subcontractor and Contractor or its affiliates, against any amounts otherwise due from Contractor to Subcontractor, (v) require Subcontractor, Subcontractor's sole costs, to add extra manpower or furnish overtime labor in order to comply with the requirements of the Project Schedule, and (vi) supplement Subcontractor's crew with additional

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

manpower at Subcontractor's sole cost; all without any increase in the Subcontract Sum. While Contractor has the right to execute the foregoing remedies, Contractor does not have the obligation to do so, and Contractor's failure to exercise one of more of its remedies shall not be construed as a waiver by Contractor of its right to do so.

2.7 Taxes and assessments: Subcontractor hereby certifies that the Subcontract Sum includes all sales, use, consumer, franchise, excise and other taxes, and is not subject to any addition or increase on account of such taxes or assessments now or hereafter levied. Subcontractor agrees that it shall be exclusively responsible for the payment of any such additional taxes or assessments.

2.8 Changes: No change in the Subcontract Work, whether by way of alteration or addition to the Subcontract Work, shall be the basis for any increase to the Subcontract Sum or change in the Subcontract Completion Time, unless and until such alteration or addition has been authorized in writing by Contractor or by Change Order executed by Contractor and Subcontractor. Notwithstanding anything contained in the Contract Documents to the contrary, Contractor may reduce or adjust the scope of the Subcontract Work (with corresponding adjustment in Subcontract Sum) by written directive, or terminate the Subcontract, at any time for any reason, without liability for any lost profits or other damages, except that Contractor shall pay Subcontractor for all authorized, accepted and completed Subcontract Work through and including the date of such termination. For any change directed or proposed by Contractor, the Subcontractor's acceptance shall be deemed given, unless Subcontractor delivers to Contractor an itemization of any of the terms with which Subcontractor is not in agreement, the reasons for such disagreement, and Subcontractor's proposed modifications to the Change Order or change directive issued by Contractor, NO LATER THAN SEVEN (7) CALENDAR DAYS after issuance of the Change Order or change directive by Contractor. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alteration of the Subcontract Work, or claim that the Owner or Contractor has been unjustly enriched by the alteration of the Subcontract Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to increase the Subcontract Sum or change the Subcontract Completion Time. A Change Order signed by Subcontractor indicates Subcontractor's agreement therewith, including the adjustment in the Subcontract Sum or Subcontract Completion Time, as the complete and final compensation for all costs or claims incurred as a consequence of the Change Order.

Subcontractor acknowledges and agrees that Contractor and Owner have relied upon Subcontractor's agreements in this Subcontract in finalizing budgets and schedule, and that Subcontractor shall not be entitled to any increase in the Subcontract Sum or Subcontract Time except to the extent expressly provided in this Section 2.8, and: (i) Owner also agrees to increase the Contract Sum and/or Contract Time under the General Contract in connection with such change; and (ii) Subcontractor submits a timely request for change in strict accordance with the requirements of this Section 2.8. If for any reason Subcontractor believes that it is entitled to a change in the Subcontract Sum or Subcontract Time, Subcontractor shall submit any such request for Change Order NO LATER THAN THREE (3) BUSINESS DAYS after the cause for such proposed change first arises and prior to any additional work being performed. A timely request for a Change must be accompanied by a detailed statement of the conditions giving rise to such a claim, and back-up that fully substantiates such claim. Field or work tickets, or any other documents claimed to be signed by Contractor's Superintendent shall not be construed as acceptance of any proposed change or as evidence of quantities or quality of materials or work performed. Compliance with the requirements set forth in this Section 2.8 shall not entitle Subcontractor to a Change Order if the substance of Subcontractor's claim would not otherwise entitle Subcontractor to the Change. In no event will Subcontractor be entitled to any changes in the Subcontract Sum or Subcontract Time if Subcontractor is otherwise in breach of the all or any part of its obligations under this Subcontract. TIME IS OF THE ESSENCE with respect to all matters relating to claims for changes, Change Orders and change directives. Except as otherwise directed by Contractor in writing, Subcontractor shall continue performance of the Subcontract Work notwithstanding any disagreement concerning proposed changes.

If timely notices are not given by Subcontractor as and when required under this Section 2.8, or are not backed-up with verifiable documentary evidence supporting such claim, such failures shall be deemed fatal to any such claims, and Subcontractor shall be deemed to have waived any such claims.

Article 3 INSURANCE & BONDS

Subcontractor shall furnish the insurance and evidence of such insurance as may be required by Contractor or Owner, the minimum of which shall be as set forth on Exhibit B. Subcontractor agrees to obligate its subcontractors, if any, to maintain the same types, levels and terms of insurance coverage as required of Subcontractor, including but not limited to the waiver of subrogation in favor of Contractor and Owner, and Subcontractor shall indemnify and hold harmless Contractor and Owner for all damages and losses, should it fail to do so. Subcontractor shall furnish a certificate of insurance acceptable in form and substance to Contractor that establishes Subcontractor's compliance with the requirements of Exhibit B. **Acceptance of such certificate shall not serve as a waiver of any requirement in Exhibit B.** Subcontractor shall submit the certificate together with copies of the required Additional Insured endorsements to Contractor, or if applicable, on-line to a third-party administrator designated in writing by Contractor, before Subcontractor starts the Subcontract Work. Notwithstanding any other provision, Contractor shall have no obligation to make any payment to Subcontractor until Contractor has received such certificates, including any required updates. If required by Contractor, Subcontractor shall furnish a performance and/or payment bond at Subcontractor's expense. In the event of a conflict between the requirements of Exhibit B and any other exhibit, the requirements of Exhibit B shall control. Subcontractor shall furnish full and complete copies of all insurance policies and endorsements required by this Subcontract upon request from Contractor.

Article 4
MISCELLANEOUS

4.1 The parties acknowledge and agree that the Subcontractor is an independent contractor within the purview of the Internal Revenue Code, the Federal Social Security Act and any and all equivalent state or local laws, as well as any and all unemployment insurance and worker's compensation laws, both state and federal, and is solely responsible to the state and federal governments for all payroll taxes, deductions, withholdings and contributions under such laws. The parties further acknowledge and agree that Subcontractor is solely responsible for assessments for unemployment insurance, retirement benefits, union pension and health and welfare funds, annuities, disability benefits or other purposes which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Subcontractor and its subcontractors on the Subcontract Work under this Subcontract.

4.2 Contractor has a general contract ("General Contract") with Owner concerning the Project, which may include plans, drawings, specifications and other details and documents incorporated into such General Contract. Subcontractor agrees that Subcontractor is fully bound by and is familiar with those terms and provisions of the General Contract that pertain to the Subcontract Work. The Subcontractor hereby expressly assumes and promises to perform for the benefit of the Contractor, Owner and Owner's lenders (as their interests may appear) all of the obligations undertaken by the Contractor towards the Owner in the General Contract, to the extent relevant to the Subcontract Work.

4.3 Subcontractor may not assign this Subcontract or any amounts due under this Subcontract without the prior written consent of Contractor. Contractor may assign this Subcontract in the event it is required to do so under its General Contract. Any such assignment without Contractor's prior written consent shall be null and void and the Subcontract shall be unenforceable by such assignee against Contractor.

4.4 Subcontractor shall not install, use, generate, store, dispose of or treat on or about the Project any Hazardous Substance (as defined below) other than those Hazardous Substances commonly required in the industry for the performance of the Subcontract Work and required under the Contract Documents. Any Hazardous Substances associated with the Subcontract Work must be stored, used and disposed of in accordance with all applicable environmental laws and regulations and Subcontractor must provide the appropriate Material Safety Data Sheets to Contractor prior to commencement of the Subcontract Work. As used in this Subcontract, "Hazardous Substance" means any hazardous, toxic, or radioactive substance, material, waste, pollutant or contaminant as defined, listed or regulated by any federal, state or local law, regulation or order, or as specified in the General Contract. If any portion of the Subcontract Work requires the removal and disposal of any preexisting Hazardous Substance, including without limitation creosote treated wood, Subcontractor shall comply with all federal, state and local laws, ordinances and regulations relating to the disposal of such Hazardous Substance, and shall exercise extra care in site clean-up each day during the removal and disposal of such Hazardous Substance.

4.5 Subcontractor guarantees (the "Warranty") that the Subcontract Work, when completed, will be completed in accordance with the Contract Documents and that the Subcontract Work will be free from any defects or deficiencies, including but not limited to defects or deficiencies resulting from materials, construction or workmanship or improper design by Subcontractor ("Defect"). In the event a Defect is found to exist in violation of this Warranty within one year following the date of final acceptance of the Subcontract Work of the General Contract by the Owner, or other longer period of time as may be required by law or equity, the Contract Documents or General Contract (the "Callback Period"), then Subcontractor shall, at its sole expense, promptly repair and/or replace non-conforming work or materials ("Corrective Action") and any other part of the Project damaged in connection therewith, and shall pay all costs and expenses incurred by Owner or Contractor in connection with such Defect and Corrective Action. Following any Corrective Action, Subcontractor shall, for an additional one-year period thereafter, have a duty to repair or replace such corrective Subcontract Work. If Subcontractor fails to commence and complete Corrective Action within a reasonable time (not to exceed ten (10) days) after notice from Contractor, then Contractor shall have the right to correct such Defect and Subcontractor shall be liable to Contractor for all direct, indirect, special, consequential and other damages, including lost profits and revenue, incurred due to or in connection with such Defect and the curing of such Defect. Any special, extended or other warranties given by the Contractor to the Owner in the General Contract that pertain to the Subcontract Work are hereby expressly assumed and undertaken by the Subcontractor. Nothing in this Section is intended to limit any manufacturer's warranty which provides Owner or Contractor with greater warranty rights than set forth in this Section or the Contract Documents. Establishment of the Callback Period for correction of Subcontract Work relates only to the specific obligation of the Subcontractor to correct the Subcontract Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than specifically to take Corrective Action.

4.6 During a period in which any dispute is outstanding between Contractor and Subcontractor, Subcontractor shall continue to perform the Subcontract Work and otherwise comply with the Subcontract, and Contractor shall pay undisputed amounts otherwise due Subcontractor hereunder.

4.7 To the fullest extent permitted by law, Subcontractor hereby agrees to indemnify, defend and hold Contractor, Owner, any lender with a security interest in the Project, and each of their respective affiliates, subsidiaries, members, managers, partners, agents, representative, trustees, directors, officers, shareholders and employees, and each of them (collectively, "Indemnified Parties") harmless from and against any and all demands, claims, suits and causes of action, liability, costs, and direct, incidental and consequential damages, and costs to satisfy any settlements and judgments arising out of or in connection with the Subcontract Work (collectively or individually, "Claims"), including without limitation court costs, arbitration fees and costs, arbitrator fees and attorney's fees whether arising at law or equity, in connection with or arising out of the performance of the Subcontract Work by Subcontractor or any of its employees, subcontractors, suppliers or anyone else for whom Subcontractor

is responsible ("Subcontractor Parties"), including but not limited to: (i) any breach by Subcontractor of this Subcontract; (ii) any liens or other encumbrances Contractor's or Owner's property or the Project, arising out of the Subcontract Work and any failure by Subcontractor or the Subcontractor Parties to pay any of its agents, employees, subcontractors or suppliers; or (iii) property damage or destruction (including loss of use resulting therefrom), bodily injury, sickness, disease, or death arising out of or in connection with the Subcontract Work or any action or inaction by the Subcontractor or the Subcontractor Parties. Notwithstanding anything contained herein to the contrary: (a) Subcontractor shall be liable for Claims in connection with consequential damages only to the extent arising out of or in connection with the Subcontract Work and to the extent Contractor is held liable for such damages by Owner or a third party; (b) Subcontractor's duty to defend shall not apply with respect to Claims that arise exclusively from the performance of professional services that are insured only through the Subcontractor's professional liability insurance policy; and (c) whenever a duty to defend applies as to any Claim, such duty shall be triggered when any one or more of the Indemnified Parties tenders their defense to Subcontractor or its insurer.

In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor or Subcontractor Party, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligations under Section 4.7 and Subcontractor's exposure to contribution damages, if any, shall not be capped, limited or reduced in any way, by case-law or by any limitation on the amount or type of damages, compensation, or benefits paid or payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

4.8 MEDIATION & ARBITRATION OF DISPUTES IS REQUIRED

a) Except as set forth in Section 4.8(e) below, any controversy or claim arising out of or relating to this Subcontract, or the breach thereof, shall be finally resolved by non-binding mediation or by arbitration in accordance with the requirements of this Section 4.8. Notwithstanding any provision in this Subcontract regarding applicable substantive law, any arbitration shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). Nothing in this Section 4.8 shall prohibit Subcontractor from taking the necessary actions to perfect its mechanic's lien rights or payment bond rights, but the parties agree that any judicial action on the lien or bond shall be promptly stayed pending a determination on the underlying facts by the arbitrator. Following arbitration, the successful lien claimant can, as applicable, proceed with its judicial foreclosure using all the factual findings and award from the arbitration in its favor. Except as required for any party to preserve statutory lien rights, mediation and if necessary, arbitration, shall be a precondition to any litigation.

b) Upon written application of Contractor or Subcontractor, the parties shall mediate claims and disputes prior to arbitration. Any mediation or arbitration shall be administered by JAMS ("Administrator") pursuant to its Engineering and Construction Arbitration Rules & Procedures currently in effect at the time of the proceeding, adjusted as set forth below ("Rules"). If JAMS is not available or is unable to accommodate the agreed upon conditions for mediation and arbitration as set forth in this Section 4.8, the Administrator shall be the American Arbitration Association and the Rules will be its Construction Industry Arbitration Rules and Mediation Procedures. The Rules shall be adjusted as follows: (i) the claiming party shall file a written demand for mediation or arbitration of the dispute with the Administrator, with a copy sent concurrently to the other party, (ii) any mediation or arbitration shall be held in St. Louis, MO, (iii) the arbitrator shall decide the dispute in accordance with the laws of the state where the Project is located (iv) the mediator or, except as set forth in Section 4.8(c) below, the arbitrator shall be chosen pursuant to the Rules from a list of experienced construction lawyers located in Missouri within a 100 mile radius of St. Louis; and (v) the mediation shall be completed within 60 days, arbitration within 120 days, after written demand for mediation or arbitration is made.

c) To provide for expedited dispute resolution through mediation, by no later than 14 days prior to the mediation, the parties shall serve upon the mediator and each other a written position statement, with exhibits, outlining and supporting their respective claims and defenses. By no later than 3 days prior to the mediation, the parties shall serve upon the mediator and each other a response to each other's written position statement. After eight hours of actual mediation time to be conducted in a single day, if the matter is not resolved, each party shall promptly submit one last, best, and final offer and demand in writing to the mediator before adjourning the mediation. The arbitrator shall disclose to the parties the amounts and details of said last offers and demands ("Last Offers"). If the amount remaining in dispute as disclosed in the Last Offers is less than Two Hundred Thousand Dollars (\$200,000.00), the mediator shall immediately assume the role of an arbitrator. The arbitrator shall not consider any item of evidence which was not produced by the parties in their respective statements of position nor disclosed to the other in the course of the mediation, all as determined by the arbitrator. Within fifteen (15) days of having received the Last Offers, the arbitrator shall issue an award which shall adopt one and only one of said Last Offers, without modification or amendment. By execution of this Subcontract, Contractor and Subcontractor specifically consents to the conversion of the mediator to an arbitrator as contemplated herein.

d) If the amount remaining in dispute as disclosed in the Last Offers is greater than Two Hundred Thousand Dollars (\$200,000.00), the mediator shall not become the arbitrator, and instead either party may submit the dispute to arbitration, which shall be administered by the Administrator pursuant to the Rules. The award of the arbitrator shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In any proceeding other than mediation, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. The "prevailing party" shall be determined by reviewing the claims resolved at arbitration, considering the quantum of the claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (i.e., the damages actually awarded versus those that were claimed).

e) Notwithstanding anything to the contrary in this Section 4.8, if Subcontractor is joined or named by Contractor or any other party in any judicial proceeding, arbitration or mediation initiated under the terms of the General Contract or in connection with the Project otherwise ("Other Proceeding"), then Contractor and Subcontractor agree that such Other Proceeding shall preclude any proceeding under Sections 4.8(a) thru (d) concerning all claims and/or counterclaims related to the Other Proceeding. To the extent the dispute resolution provisions of the General Contract are different than the foregoing provisions, then at Contractor's option (whether or not there is a current Other Proceeding), which may be exercised at any time, such differing dispute resolution provisions shall be deemed incorporated herein, and Subcontractor agrees to comply with such provisions (if invoked by Contractor) and to participate in and be fully bound by such differing dispute resolution provisions. IF ANY CLAIM

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

HEREUNDER IS LITIGATED FOR ANY REASON, CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL AND INSTEAD HAVE SUCH CLAIM HEARD BY A JUDGE.

4.9 Models are not Contract Documents. To the extent that any models or electronic files are provided to Subcontractor, they are, except as otherwise provided in the Contract Documents, provided for reference purposes only, with the understanding that Subcontractor shall have an affirmative duty to verify that such models and electronic files have not been corrupted and are accurate and up-to-date. Subcontractor acknowledges that it is possible that models and electronic files may be inaccurate, and therefore may not be relied upon. All persons consulting or reviewing models and electronic files should direct any questions about same to the Contractor, in writing, for review and resolution.

4.10 If any provision of this Subcontract is found to be unenforceable or invalid in its entirety, such provision will be severed from this contract, but will not affect the enforceability or validity of any other term or condition.

4.11 This Subcontract may be executed in any number of counterparts, each of which will, for all purposes, be deemed an original, and all of which are identical. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as the delivery of an original if sent to the correct email address. At the request of either party, the parties will confirm electronic transmitted signatures by signing an original document. All of Subcontractor's obligations hereunder shall apply to all or any part of the Subcontract Work performed before and after full execution of the Subcontract.

4.12 **CONFIDENTIALITY:** Confidential Information shall be deemed to include: (a) any information concerning the Contractor or the Owner (whether prepared by the Owner, Contractor, their advisors or otherwise), including, without limitation, information regarding assets, tangible and intangible, owned, leased or licensed, which is furnished to Subcontractor by or on behalf of the Contractor or Owner (b) this Agreement; (c) the fact that the parties have had, are having or may have discussions concerning the Project; (d) any negotiations that may occur between ARCO and Subcontractor; (e) the content of all plans, specifications, design concepts, design criteria mock-ups, site-specific geotechnical and/or other information related to the Project and/or the Project site; (f) the content of any resulting Bid from Subcontractor, including the individual elements of such Bid; and (g) any notes, copies, reports, analyses, forecasts, compilations, studies, presentations, interpretations or other documents prepared by or for Subcontractor that contain or reflect, in whole or in part, the information or materials furnished to Subcontractor pursuant to this Agreement. The term "Confidential Information" does not include any information that is in the public domain. The burden of proving that information falls within (a) through (g) shall rest with Subcontractor. Subcontractor shall use the Confidential Information solely for the purpose of furnishing the Subcontract Work in connection with the Project, and shall not use the Confidential Information for any other purpose. Subcontractor shall treat and safeguard all Confidential Information as strictly private and confidential, and Subcontractor shall take all steps reasonably necessary to preserve such confidentiality. Except as specifically provided in this Agreement, Subcontractor shall not disclose any Confidential Information to any person.

4.13 **NON-DISPARAGEMENT:** Neither Subcontractor nor any of its employees, officers, directors and agents will at any time during or subsequent to performance of Subcontract Work on the Project, make any statements or take any actions which could reasonably be expected to damage the reputation or business of Contractor, including, but not limited to: any action or statement which may induce any customer, prospective customer, vendor, subcontractor or supplier to cease doing business with Contractor; any action or statement which may induce any independent contractor or employee to cease employment or engagement of services with Contractor; or any other disparaging statement or action regarding the business operations of Contractor. Nothing contained in this Section 4.13 shall be deemed to preclude Subcontractor from participating in good faith in any dispute resolution proceeding or from responding to lawful court orders. Contractor shall have all legal and equitable remedies available to enforce Subcontractor's obligations under this Section 4.13, including but not limited to seeking injunctive relief.

4.14. This Subcontract is a full and complete expression of the parties' agreement and there are no other terms and conditions except as expressly set forth herein. The agreement of the parties hereto may not be modified or amended except by a written agreement signed by a duly authorized agent of both parties hereto.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the date stated above.

Midwest Dock Solutions, Inc

by: Tony Barlengo

Subcontractor

9/3/2021 | 8:01 AM CDT

Date

Owner

Title

ARCO/Murray National Construction Company, Inc.

by: Jack York

Contractor

9/3/2021 | 10:49 AM CD

Date

Project Manager

Title

Illinois Subcontract Addendum

To the extent that the terms of this Addendum conflict with the terms of the Subcontract, the terms of this Addendum shall govern. Except as modified herein, the terms of the Subcontract shall remain in full force and effect. Notwithstanding anything contained in the Subcontract to the contrary, Contractor will retain ten percent (10%) from Subcontractor's Applications for Payment, provided however, that Contractor shall withhold no more retention than allowed under applicable Illinois law. If any portion of retention is required by law to be released before Subcontractor's work is completed and/or before Contractor's work is completed, then notwithstanding anything to the contrary herein, OWNER'S PAYMENT OF SUCH RETENTION TO CONTRACTOR IS A CONDITION PRECEDENT TO SUBCONTRACTOR'S RIGHT TO PAYMENT BY CONTRACTOR and Subcontractor expressly waives all rights under the Illinois Contractor Prompt Payment Act (815 ILCS 603) to the extent necessary to effectuate this sentence. Nothing in this paragraph shall be deemed to limit Contractor's right to withhold funds as otherwise provided under this Subcontract to the extent permitted by law.

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

EXHIBIT A
SUB-SUBCONTRACTORS/SUPPLIERS

ARCO/Murray National Construction Company, Inc.

Job Number: C555- Crow Holdings Joliet Truck Terminal

Date: 08/31/2021

Subcontractor: Midwest Dock Solutions, Inc

Address: 3211 Holeman Ave

City, State, and Zip: Steger, IL 60475

Please list all material suppliers and sub-subcontractors.

ITEM	MATERIAL SUPPLIER / Equipment Rental	SUBCONTRACTOR	COST
Overhead doors	Clopay	NA	\$ 150,000
Dock equipment	Blue Giant	NA	\$ 1,000,000
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
NA	NA	NA	\$ NA
Subcontractor Stock Material	NA	NA	\$ NA
Subcontractor In-House Labor	NA	NA	\$ NA
TOTAL CONTRACT AMOUNT			\$ 1150000

Under penalty of perjury, Midwest Dock Solutions, Inc certifies that the above information is correct and any changes in the above information will be submitted to ARCO/Murray National Construction Company, Inc. in writing. Subcontractor will supply ARCO/Murray National Construction Company, Inc. with all proper material and/or sub-subcontractor affidavits or lien waivers before progress or final payments are due to subcontractor.

Tony Earlenzo
Subcontractor

9/3/2021 | 8:01 AM CDT
Date

NOTE: ALL Subcontractors are required to sign this form with the signing of the Subcontract and to update with any additional or different suppliers or subcontractors, with each Application for Payment.

EXHIBIT B INSURANCE REQUIREMENTS

Subcontractor's and its subcontractors' insurance shall be purchased from companies lawfully authorized to do business in the jurisdiction in which the Project is located with a current A.M. Best's rating of not less than "A-", and that is acceptable to Contractor, and shall be written for the minimum types and limits and shall be maintained, at their expense, for the life of this Subcontract, except as otherwise provided herein.

Worker's Compensation: Worker's Compensation in accordance with the statutory requirements for the state in which the Project is located

Employers' Liability: Employers' Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident; \$500,000 bodily injury by disease, policy limit; \$500,000 bodily injury by disease, each employee, or if greater, in the amounts required by statute.

Commercial General Liability (occurrence format), (including Premises-Operations; Products/Completed Operations which remains in force for three (3) years after Final Completion of the Project; Independent Contractors; Broad Form Property Damage. If the Project involves any type of residential work, Subcontractor's Commercial General Liability policy shall not contain any exclusions or restrictions for residential work; and If Subcontractor's work includes the application, maintenance or repair of Exterior Insulation Finish Systems (EIFS) or similar product, Subcontractor's Commercial General Liability policy shall not exclude such work or Subcontractor shall provide separate insurance covering such operations):

\$1,000,000.....	Per Occurrence
\$1,000,000.....	Personal and Advertising Injury
\$1,000,000.....	Products/Completed Operations Aggregate
\$1,000,000.....	General Aggregate (Per Project)

Automobile Liability: \$1,000,000 per accident; All Owned Automobiles; Liability for Non-owned Automobiles; Liability for Hired Cars/Trucks; Uninsured Motorists

Excess/Umbrella Policy: \$2,000,000 each occurrence and in the aggregate

Pollution Liability: \$1,000,000 each occurrence and in the aggregate (Per Project); (required if Subcontractor or its subcontractor/consultant is providing earthwork, demolition, concrete, plumbing, pile driving, dynamic compaction, drilling services (drillers, geopiers, etc.) and/or electrical services)

Professional Liability: (required if Subcontractor or its subcontractor is providing design services or surveying and layout services):
\$1,000,000 each claim
\$2,000,000 annual aggregate

The above policies shall not include self-insured retentions in excess of \$10,000, and if the Professional Liability is provided on a claims-made basis shall include a three-year reporting period commencing from Final Completion of the Project.

Other Coverage: Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items. In all cases, Subcontractor is responsible for all deductibles on insurance claims submitted to Owner or Contractor.

Additional Insureds and Required Endorsements: Subcontractor shall endorse Commercial General Liability, Auto Liability, Pollution Liability, and Umbrella Excess Liability policies to name **CHI DEVELOPMENT OPERATING, L.L.C., a Texas limited liability company, Joliet Route 6 Logistics I, LLC, Delaware limited liability company, NFI Real Estate, LLC, Contractor ARCO/Murray National Construction Company, Inc.) and Owner (CHI Development Operating, LLC)** as additional insureds on a primary and non-contributory basis for current, ongoing and completed operations for three (3) years after Final Completion of the Project. Because Subcontractor does not have a direct contract with the Owner, additional insured status must be provided using forms **CG 2010 04/13, CG 2037 04/13, CG 2033 04/13, CG 2001 04/13, CG 2404 05/09, & WC 00 03/13**, or equivalent. The coverage procured pursuant to this Subcontract, shall stipulate that the insurance afforded to Subcontractor and any additional insureds under Subcontractor's insurance (designated pursuant to this Subcontract) shall apply as primary insurance and that any other insurance carried by the Contractor or other additional insureds will be excess only and not contribute with Subcontractor's insurance.

Subrogation: Subcontractor waives against Owner and Contractor all damages covered by insurance provided by Subcontractor and/or sub-subcontractors of any tier, and Subcontractor and its insurance carrier(s) waive all rights of subrogation against the Owner, Contractor and their officers, directors, shareholders, employees, agents, or appointed representatives unless restricted by state statutes.

Form of Policies: All policies shall be written on the ISO form CG0001, or equivalent, and shall be endorsed to include a 30-day prior written notice of cancellation, via EMAIL, to lesguerra@arcomurray.com.

Certificates: INSURANCE CERTIFICATE MUST CONFORM TO THE SAMPLE COI ATTACHED HERETO, AND SHALL SPECIFY JOB NAME AND NUMBER, AND MUST BE ACCOMPANIED BY ENDORSEMENTS IDENTIFYING ADDITIONAL INSURED AND THE WAIVER OF SUBROGATION (OR A COPY OF THE POLICY LANGUAGE REGARDING SAME).

Job Number: C555-

Job Name: Crow Holdings Joliet Truck Terminal

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE						DATE(MM/DD/YYYY) 2/4/2013																																															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																					
PRODUCER		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME</td> <td>FAX</td> </tr> <tr> <td>PHONE</td> <td>(A/C No. Ext.)</td> <td>(A/C No.)</td> </tr> <tr> <td colspan="3">E-MAIL ADDRESS</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td>NAC#</td> </tr> <tr> <td colspan="2">INSURER A:</td> <td></td> </tr> <tr> <td colspan="2">INSURER B:</td> <td></td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>					CONTACT NAME		FAX	PHONE	(A/C No. Ext.)	(A/C No.)	E-MAIL ADDRESS			INSURER(S) AFFORDING COVERAGE		NAC#	INSURER A:			INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:																			
CONTACT NAME		FAX																																																			
PHONE	(A/C No. Ext.)	(A/C No.)																																																			
E-MAIL ADDRESS																																																					
INSURER(S) AFFORDING COVERAGE		NAC#																																																			
INSURER A:																																																					
INSURER B:																																																					
INSURER C:																																																					
INSURER D:																																																					
INSURER E:																																																					
INSURER F:																																																					
INSURED Subcontractor																																																					
<p>COVERAGES CERTIFICATE NUMBER: **COT for SUBS** REVISION NUMBER:</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>TYPE OF INSURANCE</th> <th>INSURER</th> <th>POLICY NUMBER</th> <th>POLICY PERIOD (MM/DD/YYYY)</th> <th>POLICY EXPIRATION (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER: </td> <td>X</td> <td>Y</td> <td><enter policy number></td> <td><eff date></td> <td><exp date></td> <td> EACH OCCURRENCE \$ 1,000,000 MEDICAL EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG. \$ 2,000,000 </td> </tr> <tr> <td>2</td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </td> <td>X</td> <td>Y</td> <td><enter policy number></td> <td><eff date></td> <td><exp date></td> <td> COMBINED SINGLE LIMIT (All Accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ </td> </tr> <tr> <td>3</td> <td> <input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS </td> <td>X</td> <td>Y</td> <td><enter policy number></td> <td><eff date></td> <td><exp date></td> <td> EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 </td> </tr> <tr> <td>4</td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFICE (Mandatory in NJ) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DESCRIPTION OF OPERATIONS below </td> <td>Y</td> <td>N/A</td> <td><enter policy number></td> <td><eff date></td> <td><exp date></td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000 </td> </tr> <tr> <td>5</td> <td> Pollution Liability Professional Liability </td> <td>X</td> <td>Y</td> <td><enter policy number></td> <td><eff date></td> <td><exp date></td> <td> Occurrence 1,000,000 Occurrence/Aggregate 1M / 2M </td> </tr> </tbody> </table>							LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY EXPIRATION (MM/DD/YYYY)	LIMITS	1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:	X	Y	<enter policy number>	<eff date>	<exp date>	EACH OCCURRENCE \$ 1,000,000 MEDICAL EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG. \$ 2,000,000	2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	<enter policy number>	<eff date>	<exp date>	COMBINED SINGLE LIMIT (All Accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$	3	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS	X	Y	<enter policy number>	<eff date>	<exp date>	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFICE (Mandatory in NJ) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DESCRIPTION OF OPERATIONS below	Y	N/A	<enter policy number>	<eff date>	<exp date>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000	5	Pollution Liability Professional Liability	X	Y	<enter policy number>	<eff date>	<exp date>	Occurrence 1,000,000 Occurrence/Aggregate 1M / 2M
LINE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY EXPIRATION (MM/DD/YYYY)	LIMITS																																															
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:	X	Y	<enter policy number>	<eff date>	<exp date>	EACH OCCURRENCE \$ 1,000,000 MEDICAL EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG. \$ 2,000,000																																														
2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	<enter policy number>	<eff date>	<exp date>	COMBINED SINGLE LIMIT (All Accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$																																														
3	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS	X	Y	<enter policy number>	<eff date>	<exp date>	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000																																														
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFICE (Mandatory in NJ) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DESCRIPTION OF OPERATIONS below	Y	N/A	<enter policy number>	<eff date>	<exp date>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000																																														
5	Pollution Liability Professional Liability	X	Y	<enter policy number>	<eff date>	<exp date>	Occurrence 1,000,000 Occurrence/Aggregate 1M / 2M																																														
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (Project Name) <ARCO entity> and <Owner name> are included as Additional Insureds on the General Liability (per form CG 2010 04/13, CG 2037 04/13, CG 2038 04/13, CG 2033 04/13, CG 2494 05/09, CG 2091 04/13, WC 00 03/13). Business Auto Liability, Umbrella, and Pollution Liability. Additional insured coverage is Primary & Non-Contributory. Waiver of Subrogation in favor of <ARCO entity> and <Owner> on the General Liability (CG 2494 05/09), Business Auto, Umbrella, Pollution Liability, and Workers Compensation. 30 Day Notice of Cancellation will be provided for the General Liability, Commercial Auto, Workers Compensation, and Umbrella policies except for nonpayment of premium in which 10 days written notice will be provided if required by written contract.</p>																																																					
CERTIFICATE HOLDER <ARCO entity> (Insert the name of the ARCO entity company with whom you are contracting)				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. SEE ABOVE. AUTHORIZED REPRESENTATIVE																																																	

ACORD 25 (2014/01)
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT C
ADDITIONAL SAFETY REQUIREMENTS

1. **Contractor's Safety & Health Manual:** Subcontractor shall comply with the most stringent safety and health requirements among the federal Occupational Safety and Health Administration (OSHA) regulations (including but not limited to Title 29 of the Code of Federal Regulations), Subcontractor's safety and health plan, and Contractor's Safety & Health Manual, which is available for reviewing at www.arcoSAFE.com (password: letmein). If Subcontractor is unable at any time, for any reason to access Contractor's Safety & Health Manual, Subcontractor shall notify Contractor in writing, and Contractor will provide Subcontractor with other access to the Manual.
2. **Crystalline Silica Standards:** All Subcontract Work performed shall be in compliance with the Respirable Crystalline Silica Standard under 29 CFR 1926.1153, as amended from time to time. If Subcontractor is engaged in a task identified on Table 1 of 29 CFR 1926.1153(c), Subcontractor shall fully and properly implement the engineering controls, work practices, and respiratory protection specified for that task on Table 1. If (i) Subcontractor does not implement those specified exposure control methods in the manner prescribed or if (ii) any applicable task is not identified on Table 1, Subcontractor shall assess and limit exposure to respirable crystalline silica by using alternative control methods in accordance with 29 CFR 1926.1153(d), in which case Subcontractor shall provide copies of exposure assessments to ARCO before implementing those methods. Prior to commencing any Subcontract Work, Subcontractor shall provide a copy of its written exposure control plan, as required by 29 CFR 1926.1153(g), to ARCO. As used in this paragraph, "employee" has the meaning ascribed to it in 29 CFR 1926.32.
3. **OSHA Citation Costs:** Any OSHA citations received by the Contractor due to a Subcontractor violation of safety and health requirements will be paid by the Subcontractor.
4. **Minimum Reporting Requirements:** All employee accidents, near misses, or hazardous incidents must be reported to the Contractor as soon as possible, but no later than the end of that work shift. If a Contractor associate is not present, the Subcontractor shall call 314-963-0715, and ask to speak to the Contractor's Safety Department or someone in charge of that project. Subcontractor shall submit a formal written report to Contractor within 24 hours of the incident.
5. **HAZCOM & Safety Data Sheets:** Subcontractor shall submit a written safety program and HAZCOM program to Contractor, including all site-specific Safety Data Sheets, prior to beginning the Subcontract Work.
6. **Weekly Safety Talks:** Subcontractor shall perform at least one documented weekly safety talk and submit a copy to the Contractor's superintendent on a weekly basis.
7. **PPE:** All Personal Protective Equipment (PPE) must comply with OSHA and American National Standards Institute (ANSI) standards. PPE shall include, at a minimum: Hard hat, safety glasses, high-visibility shirts or vests, minimum 4" sleeves, long pants, and hard-soled boots or shoes.
8. **English-speaking Competent Person:** Subcontractor shall have at least one English speaking 'competent person' available on site at all times during the performance of Subcontractor's work activities to facilitate communication and help identify and discuss safety and health related issues, as necessary.
9. **Daily Housekeeping:** Subcontractor shall be responsible, on a DAILY basis, to keep the work site free and clear of all debris, dirt and trash, and for generally maintaining its work area in an organized, clean and hazard-free condition. If Subcontractor fails to fulfill its obligations in this regard, Contractor may, in addition to all other remedies under the Subcontract, at law or equity, perform all required cleanup tasks and back-charge the Subcontractor for all time and costs incurred by Contractor in such cleanup activities.
10. **First Aid:** Subcontractor shall provide adequate first-aid and medical supplies for Subcontractor's employees.
11. **GFCI's:** All temporary power utilized by Subcontractor shall be equipped with Ground Fault Circuit Interrupters (GFCI). All generators shall be equipped with GFCIs.
12. **Conditions to Crane Mobilization:** Prior to mobilizing a crane, Subcontractor shall submit annual inspection records, load charts, lifting plan, operator certifications, and any additional documentation related to crane operations.

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

13. **Rigging/Signaling Qualifications:** Subcontractors engaged in rigging and/or signaling operations shall submit rigger/signalperson qualifications to Contractor prior to beginning Subcontract Work.
14. **Fall Protection:** Subcontractor shall provide adequate fall protection to personnel who are working or present at heights in excess of 6 feet and such personnel shall use such Subcontractor-provided fall protection.
15. **Falling Object Protection:** Subcontractor shall provide falling object protection for all scaffold systems by means of toeboards, and screens or netting when required. Establishing a Limited (or Controlled) Access Zone around the base of a scaffolding system as a means of falling object protection is not permitted.
16. **Safety Monitor System Prohibited:** ARCO prohibits the use of a Safety Monitor System as a means of fall protection for all trades. Subcontractor may use a Warning Line System in accordance with OSHA standards. Anyone outside of the Warning Line System must utilize traditional fall protection methods.
17. **Flammable Liquid Storage:** Subcontractor shall store all flammable liquids in approved metal safety cans.
18. **Temporary Lighting:** Subcontractor is responsible for provided adequate temporary lighting for Subcontractor's scope of work. Lighting levels must be in accordance OSHA 1926.56 Table D-3
19. **Qualified Equipment Operators:** Subcontractor's personnel who operate equipment must be trained and qualified. Documentation of qualifications must be submitted to Contractor before Subcontractor's personnel operate equipment.
20. **Drugs & Alcohol:** Possessing drugs or alcohol while on-site is strictly prohibited. Working under the influence of drugs or alcohol is strictly prohibited.
21. **Notifications:** Subcontractor shall give prompt written notice to the Contractor of any accident involving bodily injury, any property damage exceeding, or any failure that could have resulted in serious bodily injury, regardless of whether such injury was sustained.

Subcontractor, its employees, subcontractors, suppliers and anyone else for whom Subcontractor is responsible shall comply with federal, state, and local safety standards, the ARCO/Murray National Construction Company, Inc. safety and health program, as well as with Subcontractor's individual safety and health program. Establishment of a safety program by the Contractor shall not relieve the Subcontractor of its safety responsibilities.

**EXHIBIT D
REQUEST FOR PAYMENT**

To: ARCO/Murray National Construction Company, Inc.
3110 Woodcreek Drive
Downers Grove, IL 60515
lbrown@arcomurray.com

Date: _____

Invoice No: _____

From: Midwest Dock Solutions, Inc
3211 Holeman Ave
Steger, IL 60475
Sherrie Weber sherri@midwestdocksolutions.com

Contractor Job: C555- Crow Holdings Joliet Truck
Terminal

1 Amount of Subcontract	\$ _____
2 Approved Change Orders	\$ _____
3 Total Subcontract Amount (Line 1 + Line 2)	\$ _____
4 Total Work Completed to Date	\$ _____
5 Less 10.00% Retention (Line 4 x 10.00%)	\$ _____
6 Total Billable Amount (Line 4 - Line 5)	\$ _____
7 Billable Amount (= Line 6)	\$ _____
8 Less Previous Payment Request	\$ _____
9 Net Amount Due This Invoice (Line 7 - Line 8)	\$ _____

I have received and incorporated in this project this month, materials and/or services from the following material suppliers and/or subcontractors for the respective amounts:

Subcontractor/Material Supplier	Item	Contract Schedule of Value	Paid to Date	To Be Paid This Period
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Please indicate here if joint checks are requested: YES \ NO

(Subcontractor signature)

(Title)

(Date)

Vendor# 57639

Job/W.O. C555-

CSI # _____

SL# C555-1011

G/L # 5060

Approved _____

NOTE TO THE SUBCONTRACTOR

1. All Subcontracts over \$10,000.00 shall submit a breakdown for invoices per Paragraph 1, Section 3 of the Bid Instructions in a format similar to AIA-G703
2. Please DO NOT revise this form.
3. Failure to use this form will result in delay of payment.
4. ALL PAYMENT REQUESTS MUST BE RECEIVED BY THE 20TH OF THE MONTH

EXHIBIT E
SUBCONTRACTOR'S SCOPE OF WORK

JOB NAME: Crow Joliet Truck Terminal

JOB NO.: C555

DATE: 8/31/21

SUBCONTRACTOR: Midwest Dock Solutions

Scope of Work:

(140) Blue Giant Dock Levelers	\$539,000
(140) Dock Lights	\$33,600
(140) Dock Shelters	\$173,600
Dock Tax	\$32,500
(140) Clopay OH Sectional Doors	\$280,000
(1) Clopay Drive-in-Door with motor	\$5,250
(140) sets of Z-guards	\$31,500
Door Tax	\$13,131
Total Base Contract	\$1,108,581
Pending Alt: Airbag levelers	\$91,000
Pending Alt: Dock restraints	\$525,000
Pending Alt: Dock Fan combos	\$18,900

Dock Levelers & Equipment

- A. Provide all labor, material, equipment, supervision, layout, expertise, etc., required to provide a turnkey installation of the dock levelers.
- B. Special care must be taken with the floor slab. Delivery trucks will not be permitted on the slab and only lifts with wrapped or non-marking tires and diapered under-carriages will be permitted on the slab. Lifts that are leaking any type of fluids will not be permitted on the slab.
- C. Furnish and install 20" tall heavy duty laminated steel bumpers with 4" projection for (140) dock positions.
- D. Furnish and install (140) dock levelers.
 1. Dock levelers should be mechanical
 - a. There is a **PENDING ALTERNATE** to provide airbag levelers
 2. 6' W x 8' L
 3. 40,000 lbs capacity, with 16" hinged lip projection and necessary brackets at each position.
 4. All levelers shall be grey colored
 5. Blue Giant brand
 6. **Pending Alternate:** Provide electric dock restraints at (140) dock positions with red/green backup light and combination control panel.
- E. Furnish and install dock shelters at (140) dock positions.
- F. Furnish and install LED flex arm dock lights at (140) dock positions.

1. There is a **PENDING ALTERNATE** to install combination dock lights/fans in lieu of just dock lights.

G. Provide a one (1) year labor and material warranty.

H. This subcontractor shall be responsible to complete layout for this work and clean up. ARCO will provide dumpster.

Overhead Doors

A. Furnish and install the following overhead doors:

1. One hundred and forty (140) EA – 9'-0" W x 10'-0" H overhead sectional doors
2. One (1) 12'-0" W x 14'-0" H overhead section door, with electrical operator

B. Provide and install a "heavy duty" operator with push button control for the door above that an operator is required for (drive in door). Operator to be 480/277V.

C. Control wiring to be included for the push button.

D. All overhead doors shall be counter balanced overhead.

E. All overhead doors shall be internally strutted.

F. Overhead doors shall contain a minimum of R-14 insulation.

G. All doors shall be furnished with a baked on white enamel primer finish on galvanized steel faces. The interior face shall be colored vinyl (white).

H. All doors shall have 3" tracks and wheels and 25,000 cycle springs.

I. All doors shall be high or vertical lift type.

J. Provide two (2) 12" x 24" vision panels on all doors.

K. Provide rubber astragals for all overhead doors.

L. Provide heavy-duty weather-stripping at heads, jambs, and sills.

M. The subcontractor shall be responsible to complete layout for this work and clean up. ARCO will provide dumpster.

N. The floor slab may or may not be poured prior to overhead doors installation.

O. All overhead doors shall be supported from the precast concrete walls. Tracks and tension springs shall be fastened to precast with concrete anchors.

P. Provide a separate lifting handle mounted 18" above finished floor elevation for manually operated sectional overhead doors.

Q. Provide side mounted locks for all overhead doors. Mount these sidelocks greater than the height of the Z-guards as to not interfere. Additionally – provide a slot to allow all overhead doors to be locked at a height of 12" AFF for ARCO to use during construction to "air out" the buildings.

R. Provide Z-guards at each overhead dock door (141 total dock positions including drive in door)

Submittals

- A. All shop drawings are to be submitted within five (5) days of contract award.
- B. All product data and samples are to be submitted within five (5) days of contract award.

Tentative Schedule

- A. Work to start: December 2021

- B. Lead times:

Doors: 16 weeks

Dock Levelers: 22 weeks

- C. Durations:

Doors: 30 days

Dock Levelers: 12 days

Dock Shelters: 15 days

T&M Rates

Straight time: \$135/hr

Overtime: \$165/hr

Double time: \$200/hr

General Requirements:

A. Claim any extras within 10 calendar days from date of occurrence. No extras can be approved later. Extras must be approved in writing by ARCO/Murray National Construction Company, Inc. representative before work begins.

B. Conform to all OSHA, hazardous communications, and other applicable safety requirements, including but not necessarily limited to the following:

1. GFI and Assured Grounding of Electrical Outlets

All extension cords shall have either a GFI receptacle or be routinely checked as part of a written and recorded assured grounding program.

2. Hazardous Communications Program:

Each subcontractor on ARCO/Murray National Construction Company, Inc.'s job sites must maintain a hazardous materials file for his own employees. Each file shall contain Material Safety Data Sheets (MSDS) on all material used in that specific project's construction.

It is the subcontractor's responsibility to notify other Contractor's on the job site of any hazardous materials to which their employees may be exposed.

3. Any fines or penalties imposed by OSHA for work relating to subcontractor's scope shall be deducted from the subcontractor's compensation.

4. All workers shall dress in accordance with OSHA regulations and professional standards. Hard hats, long pants and safety shoes will be required of everyone on the project.

5. Excavations that are four feet or more in depth shall be either slopped or shored according to the specifications set aside in subpart P of the occupational safety and health standards for construction.

6. Provide backup alarms on all equipment.

7. It is the subcontractor's responsibility to insure that all equipment utilized to complete its scope of work is inspected and properly maintained per the equipment manufacturers and OSHA's standard. In addition, this subcontractor is responsible for properly training all employees who are operating said equipment including but not limited to lifts, excavation equipment, cranes, fork lifts, welders, etc.

C. If subcontractor's employee(s) arrives at the job site without a hard hat, the employee(s) will be issued a hard hat by ARCO/Murray National Construction Company, Inc. The hard hat will become property of the subcontractor and the subcontractor will be charged \$50.00 for each hard hat issued to their employee(s). At no time will a subcontractor's employee be allowed to work at the site without a hard hat.

D. Subcontractor will perform all cleanup associated with subcontractor's work. ARCO/Murray National Construction Company, Inc. will provide dumpsters.

E. Procore:

1. All subcontractors will be invited to collaborate on Procore, our online construction management tool:
 - a. Procore comes at **NO COST** to subcontractors

- b. We suggest taking the Certification course through Procore to familiarize your Project Manager and Project Superintendent with the Procore tools needed. The course is at No COST and can be found on the link below
<https://learn.procore.com/series/procore-certification-subcontractor-client>
- c. Procore use for Subcontractor/GC coordination will include, but is not limited to:
 - i. Drawing/Document Distribution
 - 1) All drawing revisions, sketches, etc. will be added to Procore in order to ensure a most-current set is always accurate and accessible to everyone on the project.
 - ii. Drawing Markups
 - 1) Each subcontractor's jobsite foreman is required to maintain a Procore account for necessary project coordination.
 - 2) Procore is accessible via tablet/iPad or computer; therefore, jobsite foreman shall be able to have daily access to a tablet/iPad or computer.
 - iii. RFI's
 - 1) Subcontractors are required to formally submit all RFI's through Procore to ensure that it will be answered by the appropriate party in a timely fashion.
 - iv. Submittals
 - 1) Subcontractors are required to upload all submittals (and revised submittals) to Procore.
- E. No exclusions or changes from the drawings, specifications or bid instructions will be permitted without written approval from ARCO/Murray National Construction Company, Inc. project manager or superintendent.
- F. ARCO/Murray National Construction Company, Inc. will allow the Subcontractor progress payments at monthly intervals, in the ratio and to the extent of this Subcontractor's completed work. Ten percent (10%) retention will be withheld from each progress payment. Retention withheld may be invoiced thirty (30) days after the completion of the subcontract work. The retention will be released upon completion of the project and after ARCO/Murray National Construction Company, Inc. receives the retention payment from the Owner. All requests by the Subcontractor for progress payments and retention must be originals (faxed copies are unacceptable) delivered to ARCO/Murray National Construction Company, Inc. at its principal office on or before the 25th day of the month in order to be processed for payment on or after the 20th day of the succeeding month. All payment requests should be made on the Contractor payment request form.
- G. Insurance Requirements – See Exhibit B.
- H. It is the Subcontractor's responsibility to visit the job site prior to bidding to familiarize himself with actual job site conditions.
- I. All materials used shall be new and first quality, and shall be installed in accordance with manufacturer's recommendations.
- J. On contracts over \$10,000, the successful Subcontractor will be required to submit a schedule of values to be approved. Monthly invoices shall be prepared according to the schedule of values. Breakdowns shall include columns showing (1) item (2) value (3) percent completed to date (4) the amount previously invoiced and (5) the amount being invoiced. Breakdowns must be submitted to ARCO/Murray National Construction Company, Inc. for approval within ten (10) days of the date of award.
- K. Subcontractor shall include all applicable taxes, fees, permits, freight, hoisting.

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52



ARCO/Murray National Construction, Inc.

EXHIBIT F- DRAWING LOG

Printed on Fri Aug 13, 2021 at 11:31 am CDT

Job #: C555 Crow Holdings Joliet Truck Terminal
 2901 Channahon Rd.
 Joliet, Illinois 60436
 331-251-2726

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A2.1.1	OVERALL FLOOR PLAN	1	07/08/2021		Revision 2- 7/8/21 (07/08/21)
A2.1.2	ENLARGED FLOOR PLAN - AREA A	2	07/08/2021		Revision 2- 7/8/21 (07/08/21)
A2.1.3	ENLARGED FLOOR PLAN - AREA B	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A2.1.4	ENLARGED FLOOR PLAN - AREA C	1	06/02/2021		Revision 1- 6/2/21 (06/02/21)
A2.2.1	PLAN DETAILS	1	06/02/2021		Revision 1- 6/2/21 (06/02/21)
A2.3.1	ROOF PLAN	1	07/08/2021		Revision 2- 7/8/21 (07/08/21)
A2.4.1	ROOF DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A4.1.1	DOOR SCHEDULE	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A4.2.1	DOOR DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A4.3.1	PARTITION TYPES AND DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A4.4.1	WINDOW TYPES AND DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A5.1	EXTERIOR ELEVATIONS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A5.2	EXTERIOR ELEVATIONS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A5.3	EXTERIOR ELEVATIONS	1	06/02/2021		Revision 1- 6/2/21 (06/02/21)
A6.1	WALL SECTIONS	1	06/02/2021		Revision 1- 6/2/21 (06/02/21)
A6.2	WALL SECTIONS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A6.3	WALL SECTIONS	1	06/02/2021		Revision 1- 6/2/21 (06/02/21)
A7.1	SECTION DETAILS	1	07/08/2021		Revision 2- 7/8/21 (07/08/21)
A7.2	SECTION DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
A8.1	STAIR DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
LS1.1	LIFE SAFETY PLAN	1	07/08/2021		Revision 2- 7/8/21 (07/08/21)
T1.1	TITLE SHEET	0	05/10/2021		For Permit 5/10/21 (05/10/21)
T1.2	ENVELOPE COMCHECK	0	05/10/2021		For Permit 5/10/21 (05/10/21)
T1.3	PROPOSED GUARDSHACK	0	05/10/2021		For Permit 5/10/21 (05/10/21)
Civil					
C0.0	CIVIL LEGEND & SITE LOCATION MAP	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C0.1	GENERAL NOTES & SPECIFICATIONS	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C1.0	OVERALL EXISTING CONDITIONS & DEMO PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C1.1	DETAILED EXISTING CONDITIONS & DEMO PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C1.2	DETAILED EXISTING CONDITIONS & DEMO PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)

Page 1 of 1

MDS - 002573

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52



ARCO/Murray National Construction, Inc.

Printed on Fri Aug 13, 2021 at 11:31 am CDT

Job #: C555 Crow Holdings Joliet Truck Terminal
2901 Channahon Rd.
Joliet, Illinois 60436
331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C1.3	DETAILED EXISTING CONDITIONS & DEMO PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C1.4	DETAILED EXISTING CONDITIONS & DEMO PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C2.0	OVERALL SITE PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C2.1	DETAILED SITE PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C2.2	DETAILED SITE PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C2.3	DETAILED SITE PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C3.0	OVERALL GRADING & STORMWATER MANAGEMENT PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C3.1	DETAILED GRADING & STORMWATER MANAGEMENT PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C3.2	DETAILED GRADING & STORMWATER MANAGEMENT PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C3.3	DETAILED GRADING & STORMWATER MANAGEMENT PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C3.4	DETAILED GRADING & STORMWATER MANAGEMENT PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C4.0	OVERALL UTILITY PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C4.1	DETAILED UTILITY PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C4.2	DETAILED UTILITY PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C4.3	DETAILED UTILITY PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C5.0	CONSTRUCTION DETAILS	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C5.1	CONSTRUCTION DETAILS	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C5.2	CONSTRUCTION DETAILS	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C5.3	CONSTRUCTION DETAILS	1	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C6.0	SOIL EROSION & SEDIMENT CONTROL PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C6.1	SOIL EROSION & SEDIMENT CONTROL PLAN	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
C6.2	SOIL EROSION & SEDIMENT CONTROL DETAILS	2	08/09/2021		Civil Permit Drawings 8/9/21 (08/09/21)
Electrical					

Page 2 of 2

MDS - 002574

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52



ARCO/Murray National Construction, Inc.

Printed on Fri Aug 13, 2021 at 11:31 am CDT

Job #: C555 Crow Holdings Joliet Truck Terminal
2901 Channahon Rd.
Joliet, Illinois 60436
331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E1	SCHDULES, NOTES, AND DIAGRAMS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
E1A	Panel Schedules	0	05/10/2021		For Permit 5/10/21 (05/10/21)
E2	Warehouse Lighting	0	05/10/2021		For Permit 5/10/21 (05/10/21)
E3	Warehouse Power	0	05/10/2021		For Permit 5/10/21 (05/10/21)
E4	Site Work	0	05/10/2021		For Permit 5/10/21 (05/10/21)
Landscape					
L1.1	TREE REMOVAL & PROTECTION PLAN - SW	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L1.2	TREE REMOVAL & PROTECTION PLAN - NW	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L1.3	TREE REMOVAL & PROTECTION PLAN - SOUTH CENTER	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L1.4	TREE REMOVAL & PROTECTION PLAN - NORTH CENTER	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L1.5	TREE REMOVAL & PROTECTION PLAN - CENTER EAST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L1.6	TREE REMOVAL & PROTECTION PLAN - EAST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.0	LANDSCAPE PLAN SHEET REFERENCE	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.1	LANDSCAPE PLAN SOUTHWEST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.2	LANDSCAPE PLAN NORTHWEST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.3	LANDSCAPE PLAN SOUTH CENTER	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.4	LANDSCAPE PLAN NORTH CENTER	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.5	LANDSCAPE PLAN CENTER EAST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L2.6	LANDSCAPE PLAN EAST	0	05/10/2021		For Permit 5/10/21 (05/10/21)
L3.1	PLANTING DETAILS	0	05/10/2021		For Permit 5/10/21 (05/10/21)
Mechanical					
M0.0	EQUIPMENT SCHEDULES	0	05/10/2021		For Permit 5/10/21 (05/10/21)
M1.0	OVERALL MECHANICAL FLOOR PLAN	0	05/10/2021		For Permit 5/10/21 (05/10/21)
Plumbing					
P100	OVERALL PLUMBING PLAN	0	05/10/2021		For Permit 5/10/21 (05/10/21)
P200	PLUMBING DETAILS AND NOTES	0	05/10/2021		For Permit 5/10/21 (05/10/21)
Structural					
S1.1	PARTIAL FOUNDATION PLAN	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S1.2	PARTIAL FOUNDATION PLAN	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S2.1	PARTIAL ROOF FRAMING PLAN	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S2.2	PARTIAL ROOF FRAMING PLAN	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S3.1	FOUNDATION DETAILS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S3.2	FOUNDATION DETAILS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S4.1	FRAMING DETAILS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S4.2	FRAMING DETAILS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S4.3	JOIST LOADING DIAGRAMS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S5.1	GENERAL NOTES & SCHEDULES	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)
S5.2	SPECIAL INSPECTIONS	2	08/03/2021		Structural Rev 2 - 8/3/21 (08/03/21)

Page 3 of 3

MDS - 002575

DocuSign Envelope ID: 3EA025CD-21C7-4568-B5EF-7D231ABE4F52

EXHIBIT G
LIEN WAIVER FORMS

5/24/19

22

MDS - 002576

PARTIAL WAIVER AND RELEASE OF LIEN

STATE OF _____)

COUNTY OF _____)

TO WHOM IT MAY CONCERN:

The undersigned has been engaged by ARCO/Murray National Construction Company, Inc. ("Contractor") to furnish labor and materials for the premises known as, C555- Crow Holdings Joliet Truck Terminal, 2901 Channahon Rd. Joliet, IL 60436 (the "Premises"), of which CHI Development Operating, LLC is the Owner. The undersigned hereby acknowledges receipt of payment in the amount of _____ Dollars (\$ _____) for all work performed and materials purchased for the Premises.

The undersigned does hereby waive and release all claims against Contractor and Owner, and releases any and all liens, and claims or rights to lien on the above described building and premises under the Statutes of the State of IL relating to Mechanic's Liens, on account of labor, materials, and extras, including all direct and indirect costs for such Work, furnished by the undersigned for said building and premises.

Claimant represents and warrants that Claimant has authority to enter into, execute and deliver this Lien Waiver, and this Lien Waiver constitutes the valid and binding obligations of Claimant and that Claimant has no claims against Contractor or Owner other than for the payment amount referenced above. The undersigned representative acknowledges he or she is the appropriate officer and is authorized to execute this Lien Waiver.

Given under my hand and seal this _____ day of _____, 20__.

Company:

Midwest Dock Solutions, Inc

By: _____

Print Name: _____

Title: _____

Office phone: _____

Reference Check Number: _____

Job Number: C555-

Job Name: Crow Holdings Joliet Truck Terminal

FINAL WAIVER AND RELEASE OF LIEN

STATE OF _____)

)

COUNTY OF _____)

The undersigned has been engaged by ARCO/Murray National Construction Company, Inc. ("Contractor") to furnish labor and materials for the premises known as, C555- Crow Holdings Joliet Truck Terminal, 2901 Channahon Rd. Joliet, IL 60436 (the "Premises"), of which CHI Development Operating, LLC is the Owner.

The undersigned do(es) hereby release Contractor and Owner from claims in connection with the Project, and quit claims to the Owner, their successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building located on the Premises on account of labor performed and/or materials furnished for the construction of any improvements thereon (including all direct and indirect costs for such Work).

Claimant represents and warrants that: (i) Claimant has authority to enter into, execute and deliver this Lien Waiver, (ii) Claimant has paid all claims, invoices and bills for labor and materials (including union pension fund contributions, if applicable) for the Project, and there are no outstanding unpaid claims that could give rise to a lien or claim against Contractor, Owner, or the Project; (iii) Claimant has no other claims against Contractor or Owner in connection with the Project; and (iv) this Lien Waiver constitutes the valid and binding obligations of Claimant. The undersigned representative acknowledges he or she is the appropriate officer and is authorized to execute this Lien Waiver.

Given under my hand and seal this _____ day of _____, 20__.

Company Name:

Midwest Dock Solutions, Inc

By: _____

Print Name: _____

Title: _____

Telephone Number: _____

Reference Check Number: _____

Job Number: C555-

Job Name: Crow Holdings Joliet Truck Terminal

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 109

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Tuesday, July 25, 2023 12:55 PM
To: Christi Adams
Subject: [EXTERNAL] Re: FW: Matteson Commerce Center - Closeout Time!
Attachments: Shop Drawings.pdf; Liftmaster J operators manual.pdf; Clopay Commercial Installation Manual - 2015.pdf

Closeout documents attached for Matteson Commerce from Midwest Dock Solutions. Standing by for Warranty Letter information.

On Tue, Jul 18, 2023 at 11:07 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:

From: Christi Adams <CAAdams@pepperconstruction.com>
Sent: Tuesday, July 18, 2023 10:15 AM
To: ptrainor@activeglassco.com; timreif@adlerplbg.com; Jason Tenpas <jtenpas@aaexs.com>; Matt Skole <miskole@allsealants.com>; Brian Bartasius <bbartasius@alliancecousa.com>; Shahara Byford <sbyford@byfordconstruction.com>; G. Maldonado <gmaldonado@cecchin-inc.com>; JJ Hund <jhundjr@classiclandscapeltd.com>; William Sweatt <wsweatt@connellyelectric.com>; Ryan Andreas <randreas@continentalpainting.com>; ellisonb@fairborneequipment.com; Ernesto Esparza <eesparza@glenrockcompany.com>; bhochstatter@houseofdoorsinc.com; Dan Maras <dmaras@portaking.com>; Ken Bridgmon <ken@kingerysteel.com>; Ira Sugar <ira@midwestdocksolutions.com>; Don Anderson <danderson@plote.com>; eringstad@primescaffold.com; Will McCoy <wmccoy@rankingroup.com>; Joe Ryan <joe.ryan@ryancentral.com>; Mike O'Connell <MikeO@scurtocement.com>; Jennifer Niemiec <jniemiec@sunmechsys.com>; apmosqueda@truseal-inc.com; Paul Suvanich <Paul.Suvanich@usaftp.us>; Melissa Murphy <mmurphy@parvinclauss.com>
Cc: Chance Van Dyck <CVanDyck@pepperconstruction.com>; Angela Wisker <AWisker@pepperconstruction.com>
Subject: Matteson Commerce Center - Closeout Time!

Good morning, Matteson Team, please start pulling together your closeout information for Matteson 57 Commerce! We thank you for all your efforts out there and the part you played. For those still working out there please forward when you can – thank you everyone!

For now, please get your As-Built and Operation & Maintenance Manuals together, you can start forwarding your information electronically to my attention. It will be determined later if we need hard copies. Please name your pdfs clearly.



At this time, we are not sure of our Warranty Date, so do not send your warranties over quite yet. I will forward a form letter over once the client gives us the date to use! Thank you.

I. AS-BUILT DRAWINGS (you know who you are for this)

II. OPERATIONS & MAINTENANCE MANUALS

1. Operating instructions.
2. Maintenance instructions for equipment and systems.
3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
4. Shop Drawings and product data.
5. Test Reports

III. WARRANTIES - HOLD OFF ON THIS RIGHT NOW

1. Warranty letter – **Substantial completion date** *****
2. Provide copies/certificates of manufacturer and all extended warranties that apply to your work or material provided.

Please let me know who will be pulling this data together from your team. Please let me know if you have any questions. Thank you!

Christi S Adams

Project Coordinator

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4037

Be kind to each other

[Click here to read Pepper's 2022 Annual Review | Join our team](#)

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 110

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Friday, August 2, 2024 12:41 PM
To: Thomas Braun
Subject: [EXTERNAL] Re: FW: McMaster-Carr Closeouts
Attachments: Warranty Letter.pdf; Approved 083233-001 Coiling Fire Door Shop Drawings REV3_VDT Final.pdf; Cornell Fire Door Installation Instructions.pdf

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Closeout documents attached for McMaster-Carr from Midwest Dock Solutions.

On Fri, Aug 2, 2024 at 12:14 PM <ira@midwestdocksolutions.com> wrote:

From: Thomas Braun <Thomas.Braun@pepperconstruction.com>
Sent: Thursday, August 1, 2024 1:28 PM
To: Ira Sugar <ira@midwestdocksolutions.com>
Cc: Colin Thomson <CThomson@pepperconstruction.com>; Kelly Brockway <KBrockway@pepperconstruction.com>
Subject: McMaster-Carr Closeouts

Ira,

We now have our substantial completion date set as **7/26/24**.

With that date set could you please provide us with the following closeout documents.

- Warranties
- O&M Manuals
- Owner Trainings – Please contact us with times that trainings can be done so we can get them scheduled

Closeout documents are required to release final payments.



Please reach out if you have any questions.

Thanks,

Thomas Braun

Intern

Pepper Construction

411 Lake Zurich Road, Barrington, IL, 60010

Main Office: 847-381-2760

Work: 312-266-6915

Pepper Construction
Tomorrow Transformed

[Click here](#) to read Pepper's 2023 Annual Review | [Join our team](#)

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



OFFICE 708.367.0801
FAX 708.367.0802
EMERGENCY SERVICE 708.921.8950

July 26, 2024

Pepper Construction Company
643 North Orleans Street
Chicago, IL 60654

Re: **McMaster-Carr**

To Whom It May Concern:

We, **Midwest Dock Solutions** warrant to **McMaster-Carr**, that all materials and equipment furnished under our Subcontract are new, unless otherwise specified, and that all Work is of good quality, free from improper workmanship and defective materials and in conformance with Drawings and Specifications. We agree to correct all Work performed under this Agreement which proves to be defective in material and workmanship within a period of one (1) year from the date of Substantial Completion July 26, 2024, or for such longer periods of time as may be set forth with respect to specific warranties contained in the Specifications.

The warranty provided herein shall not be construed to establish a period of limitation with respect to other obligations the Subcontractor has under the Subcontract Documents. Establishment of the one-year period for correction of Work as described herein relates only to the specific obligation of the Subcontractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Subcontract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than specifically to correct the Work.

We have secured the required inspections and approvals and will deliver copies of these reports to Pepper Construction Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Zarlengo".

Anthony Zarlengo, President
Midwest Dock Solutions

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 111

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Thursday, March 28, 2024 10:29 AM
To: Christi Adams
Subject: [EXTERNAL] Re: FW: RR Donnelley Wallace / Midwest Dock Agreement - Issued thru DocuSign
Attachments: SSSP Pepper RR Donnelley Wallace.pdf

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

SSSP for RR Donnelley Wallace attached from Midwest Dock Solutions.

On Fri, Mar 22, 2024 at 10:31 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:

Will share contact once I get it.

Ira

From: Christi Adams <CAdams@pepperconstruction.com>
Sent: Thursday, March 21, 2024 2:40 PM
To: Ira Sugar <ira@midwestdocksolutions.com>
Cc: Tim Lumppp <TLumpp@pepperconstruction.com>
Subject: RR Donnelley Wallace / Midwest Dock Agreement - Issued thru DocuSign

Hi Ira, just a quick email to let you know that your contract for RR Donnelley Wallace has been issued thru DocuSign. Please sign as soon as possible & order up your COI per attached Exhibit C.

Please also note, the following shall be submitted within 5 business days:

1. Site Specific Safety Plan
2. MSDS/HazCom
3. Certificate of Insurance (per exhibit C requirements.)
4. All Submittals, as applicable (submittals must be submitted in their entirety as specified in the project specifications)
5. DRAFT Schedule of Values with the following line items
 - a. Labor for all phases of work
 - b. Material for all phases of work
 - c. Submittals
 - d. Mobilization
 - e. Closeout Documents



No work can begin onsite until all items are received and approved.

Thank you, we look forward to working with you.

Congratulations on your recent award!

Christi S Adams

Project Coordinator

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4037

Pepper Construction

Tomorrow Transformed

[Click here](#) to read Pepper's 2023 Annual Review | [Join our team](#)

Please note: Our Chicago location will be temporarily closed for renovations from 1/12/2024 through Fall of 2024.

While our phone numbers will not change, any deliveries should be addressed to: Pepper Construction, 125 E. Oakton Des Plaines, IL 60018

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com

SITE SPECIFIC SAFETY PLAN

Pepper Construction **RR Donnelley Wallace**

1750 Wallace Avenue
St. Charles, IL 60174

SUBCONTRACTOR

Midwest Dock Solutions
27 E. 36th Pl.
Steger, IL 60475

Contacts:
Tony Zarlengo, 708-367-0801
Mike Richert, 708-825-4303

Pepper Project Manager: Tim Lumpp

1. Midwest Dock Solutions Contacts
 - a. Project Manager- Tony Zarlengo
 - b. Field Operations Manager- Mike Richert
 - c. Site Foreman/Competent Person- David Green
2. Pepper Construction Contacts
 - a. Project Manager – Tim Lumpp 847-381-2760
 - b. Site Superintendent – Jay Munoz
3. Local Medical Facility
 - a. Northwestern Medicine Delnor Hospital 300 S. Randall Rd, Geneva, IL 60134
 - b. Call 911 for Emergencies
 - c. ALL accidents reported immediately to Midwest Dock Solutions and Pepper Construction Site Superintendent. Accident Report to Midwest Dock Solutions Office and Pepper Construction per onsite policy.
4. Midwest Dock Scope of Work
 - a. Detailed scope of work:

Installation of Sectional doors
 - b. Phases of Work:

Tracking, Panels, and weatherseal
 - c. Equipment to be used:

Work trucks, man lifts
 - d. Typical Work Hours:

Typically 7:00AM – 3:30 PM
5. Site Specific Safety
 - a. Perform Pre-Task Safety Analysis prior to starting any new task
 - b. Weekly Toolbox talks
 - c. SDS in Gang Box
 - d. SDS on file with Controlling Contractor
 - e. Proper PPE
 - i. Hard Hats
 - ii. Safety Glasses
 - iii. High Visibility Vest
 - iv. Ear Plugs
 - v. Harness & Lanyards
 - f. Documentation provided to Pepper per on-site policy.

6. On-Site Rules

- a. Proper Safety Practices
- b. Proper PPE
- c. Proper Housekeeping
 - i. Cleanup of area to commence Waste to on-site dumpster.
 - ii. Gang Box kept in good order
- e. Smoking only allowed in designated areas per on-site policy

7. Disciplinary Policy

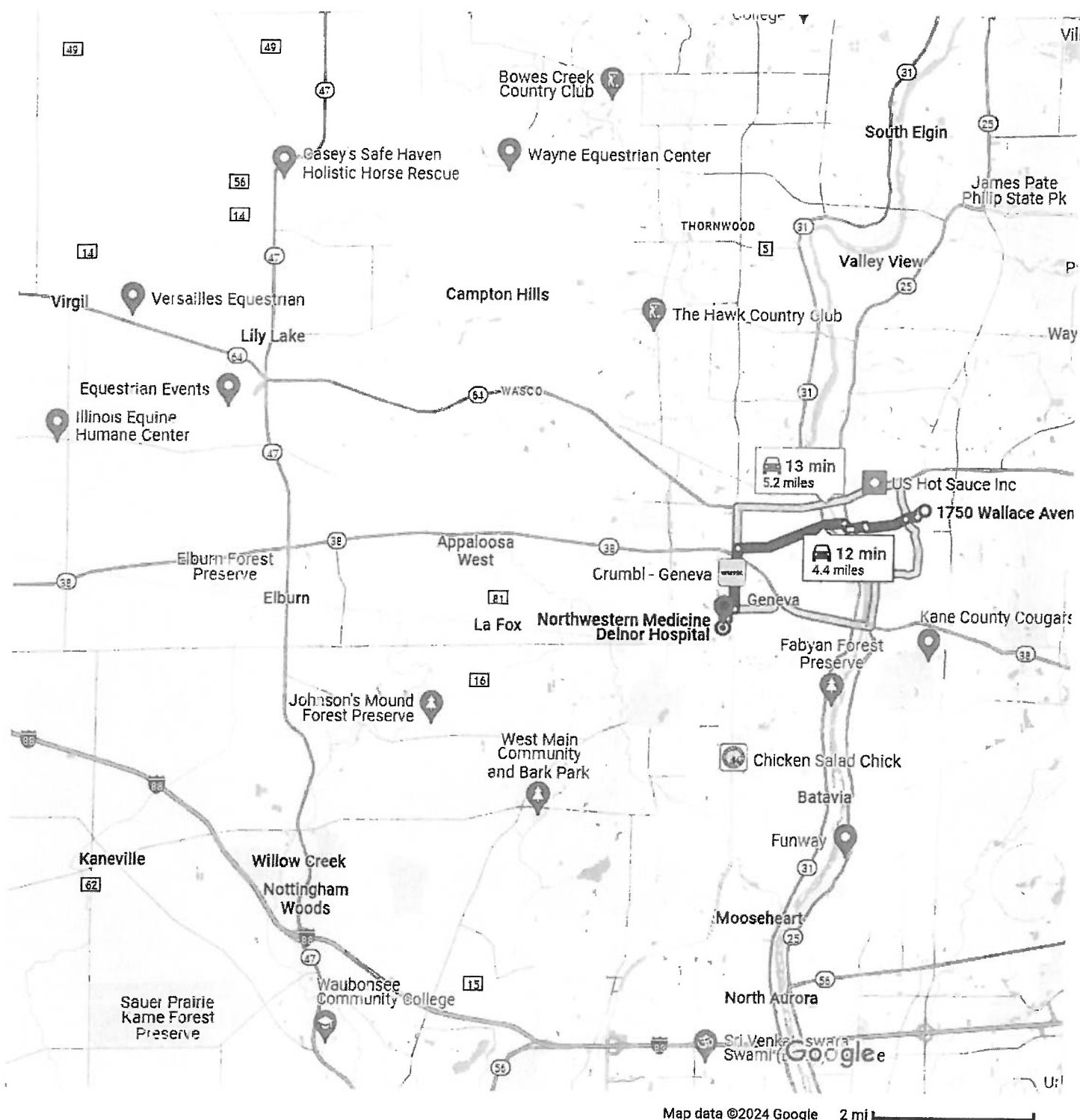
- a. Violation – violation of any Company rule or regulation without premeditation and without cause of injury, property damage or loss of work.
 - i. 1st – Verbal warning with discussion on proper methods to be used.
 - ii. 2nd – Written notice issued to employee
 - iii. 3rd – Up to one day off without pay
- b. Serious Violation – violation of Company rule or regulation without premeditation, but results in an injury, sickness, property damage or loss of work.
 - i. 1st - Up to one day off without pay
 - ii. 2nd – Up to three days off without pay
 - iii. 3rd – Termination of employment
- c. Willful Violation – violation of Company rule or regulation with premeditation or forethought. The discipline indicated below is the minimum. However, the degree of discipline may be extended or increased to termination of employment on the first or second violation, depending on the seriousness of the violation.
 - i. 1st – Minimum of one day off without pay
 - ii. 2nd – Minimum of three days off without pay
 - iii. 3rd – Termination of employment

Tony Zarlengo,
President
Midwest Dock Solutions

March 27, 2024

1750 Wallace Ave, St. Charles, IL 60174 to
Northwestern Medicine Delnor Hospital

Drive 4.4 miles, 12 min



1750 Wallace Ave
St. Charles, IL 60174

Take Madison Ave to S 7th Ave

3 min (0.9 mi)

3/27/24, 10:33 AM

1750 Wallace Ave, St. Charles, IL 60174 to Northwestern Medicine Delnor Hospital - Google Maps

- ↑ 1. Head west
- ↪ 2. Turn right toward Wallace Ave 220 ft
- ↩ 3. Turn left toward Wallace Ave 52 ft
- ↪ 4. Turn right onto Wallace Ave 279 ft
- ↑ 5. Continue onto Madison Ave 0.2 mi
- ↪ 6. Turn right onto S 7th Ave 0.6 mi
- 8 sec (203 ft)

Continue on Madison Ave to IL-25 N

- ↩ 7. Turn left onto Madison Ave 59 sec (0.3 mi)
- ↩ 8. Turn left onto S 6th Ave 0.2 mi
- 0.1 mi

Follow Prairie St and S Randall Rd to Williamsburg Ave in Geneva

- ↪ 9. Turn right onto IL-25 N 7 min (2.8 mi)
- ↩ 10. Keep left to continue on Riverside Ave 0.1 mi
- ↩ 11. Turn left onto Prairie St 0.1 mi
- ↩ 12. Turn left onto S Randall Rd 1.7 mi
- 0.9 mi

Continue on Williamsburg Ave to your destination

- ↪ 13. Turn right onto Williamsburg Ave 2 min (0.4 mi)
- ↩ 14. Turn left onto Delnor Dr 0.1 mi
- ↪ 15. Turn right 0.1 mi
- ↩ 16. Turn left 236 ft
- 289 ft

Northwestern Medicine Delnor Hospital

3/27/24, 10:33 AM

1750 Wallace Ave, St. Charles, IL 60174 to Northwestern Medicine Delnor Hospital - Google Maps

300 S Randall Rd, Geneva, IL 60134

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 112

From: Tony Brutti <tonyb@midwestdocksolutions.com>

Sent: Thursday, March 28, 2024 10:29 AM

To: Christi Adams <CAdams@pepperconstruction.com>

Subject: [EXTERNAL] Re: FW: RR Donnelley Wallace / Midwest Dock Agreement - Issued thru DocuSign

SSSP for RR Donnelley Wallace attached from Midwest Dock Solutions.

On Fri, Mar 22, 2024 at 10:31 AM Ira Sugar <ira@midwestdocksolutions.com> wrote:

Will share contact once I get it.

Ira

From: Christi Adams <CAdams@pepperconstruction.com>

Sent: Thursday, March 21, 2024 2:40 PM

To: Ira Sugar <ira@midwestdocksolutions.com>

Cc: Tim Lumppp <TLumpp@pepperconstruction.com>

Subject: RR Donnelley Wallace / Midwest Dock Agreement - Issued thru DocuSign

Hi Ira, just a quick email to let you know that your contract for RR Donnelley Wallace has been issued thru DocuSign. Please sign as soon as possible & order up your COI per attached Exhibit C.

Please also note, the following shall be submitted within 5 business days:

1. Site Specific Safety Plan
2. MSDS/HazCom
3. Certificate of Insurance (per exhibit C requirements.)
4. All Submittals, as applicable (submittals must be submitted in their entirety as specified in the project specifications)
5. DRAFT Schedule of Values with the following line items
 - a. Labor for all phases of work
 - b. Material for all phases of work
 - c. Submittals
 - d. Mobilization
 - e. Closeout Documents

No work can begin onsite until all items are received and approved.

Thank you, we look forward to working with you.



Congratulations on your recent award!

Christi S Adams

Project Coordinator

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4037



Tomorrow Transformed

[Click here](#) to read Pepper's 2023 Annual Review | [Join our team](#)

Please note: Our Chicago location will be temporarily closed for renovations from 1/12/2024 through Fall of 2024.

While our phone numbers will not change, any deliveries should be addressed to: Pepper Construction, 125 E. Oakton Des Plaines, IL 60018

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com

--

Yours,

Tony Brutti

Midwest Dock Solutions

Phone: 815-922-5258

Email: tonyb@midwestdocksolutions.com

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 113

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS)
REGIONAL COUNCIL PENSION)
FUND, et al.,)
)
Plaintiffs,) No. 1:24-cv-02428
)
vs.) Judge Andrea R. Wood
)
DOCK & DOOR INSTALL,) Magistrate Judge
INC., an Illinois) Jeannice W. Appenteng
corporation and MIDWEST)
DOCK SOLUTIONS, INC., an)
Illinois corporation,)
)
Defendants.)

The deposition of VERONICA ELLYN O'CONNOR, called by the Defendant for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, taken by way of Zoom videoconferencing on the 16th day of October, A.D. 2025, at 12:02 p.m.

PRESENT:

McJESSY, CHING & THOMPSON, LLC,
BY: MR. KEVIN P. McJESSY,
mcjessy@MCandT.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

appeared on behalf of the plaintiffs;

ALLOCCO MILLER & CAHILL, P.C.,
BY: MS. KATHLEEN M. CAHILL,
kmc@alloccomiller.com,
(20 North Wacker Drive, Suite 3517,
Chicago, Illinois 60606,
(312) 675-4325),

appeared on behalf of the defendant,
Dock & Door Install, Inc.;

AMUNDSEN DAVIS LLC,
BY: MR. MICHAEL F. HUGHES,
mhughes@amundsendavislaw.com,
(3815 East Main Street, Suite A-1,
St. Charles, Illinois 60174,
(630) 587-7925/(630) 217-1228 (direct),
appeared on behalf of the defendant,
Midwest Dock Solutions, Inc.

OGLETREE DEAKINS,
BY: MS. CARISSA A. TOWNSEND,
carissa.townsend@ogletree.com,
(155 North Wacker Drive, Suite 4300,
Chicago, Illinois 60606,
(312) 558-1423),
appeared on behalf of the deponent.

I N D E X

WITNESS: VERONICA ELLYN O'CONNOR

EXAMINATION BY:	PAGE
Mr. McJessy	5
Mr. Hughes	98
Mr. McJessy	114
PLAINTIFF'S EXHIBITS:	
No. 278	26
No. 254	36
No. 255	38
No. 256	40
No. 257	41
No. 258	41
No. 286	48
No. 259	53
No. 260	57
No. 279	58
No. 280	59
No. 281	61
No. 282	62
No. 283	63
No. 284	64
No. 285	64
No. 286	66
No. 287	75
No. 288	77
No. 290	81
No. 291	83
No. 293	86
No. 296	90

THE COURT REPORTER: Good afternoon.
My name is Diane Nulick with Certified
Reporting Company, telephone number (312)
922-1666. Their email is
certifiedreportingco@gmail.com.

At this time, I will ask counsel
to identify yourselves, state who you
represent, and agree on the record that there
is no objection to this deposition officer
administering a binding oath to the witness by
Zoom.

Let's start with the noticing
attorney.

MR. McJESSY: Kevin McJessy. I
represent the Mid-America Carpenters Regional
Council Fringe Benefit Funds. I have no
objection.

MR. HUGHES: Michael Hughes. I
represent Midwest Dock Solutions, one of the
defendants. There's no objection.

MS. TOWNSEND: Carissa Townsend on
behalf of Assured Partners. No objection.

MS. CAHILL: Kathleen Cahill on
behalf of Dock & Door. No objection.

(The witness was duly sworn.)

VERONICA ELLYN O'CONNOR,
called as a witness herein, having been first
duly sworn, was examined and testified as
follows:

EXAMINATION
BY MR. McJESSY:

Q. All right.

**Ms. O'Connor, can you please
state your full name for the record -- first,
middle, and last -- and spell each of them for
me?**

**A. Sure. It's Veronica Ellyn O'Connor.
Veronica is spelled V-e-r-o-n-i-c-a. Ellyn is
E-l-l-y-n. O'Connor is O-'-C-o-n-n-o-r.**

Q. Excellent.

**And, Ms. O'Connor, have you
been deposed before?**

**give me the best, most truthful answers that
you can.**

**If I ask a question and you
don't understand it, will you ask me to explain
my question?**

A. Yes.

Q. Okay.

**Then is it fair that if I ask
a question and you answer it, I can presume
that you believe you understood my question?**

A. Yes.

Q. Okay.

**And all of your answers today
need to be verbal responses. Yeses and nos are
fine. But if you nod or shake your head or say
ah-huh or uh-uh, I'll probably prompt you, is
that a yes, is that a no, just so we have a
clear record.**

Is that fair?

A. Yes, it is.

Q. All right.

**Also, wait -- I'm going to
ask you a series of questions. The attorneys
may make objections as we go along. If they**

A. I have not.

Q. Okay.

**Have you had a chance to meet
with your attorney before your deposition
today?**

A. I did have the time, yes.

Q. Okay.

**And she probably may have
gone over some of these rules with you, but I'm
going to offer a few rules to hopefully make
things go a little bit faster and smoother
today.**

**First, you understand you're
under oath, correct?**

A. Correct.

Q. Okay.

**And even though this is a
proceeding by Zoom, you understand that that
oath has the same force and effect as if you
were testifying in court?**

A. Yes.

Q. Okay.

**And I'm going to ask you a
series of questions today. Hopefully, you'll**

**do, just wait for them to make their
objections, and then unless your own attorney
instructs you not to answer question, you can
go ahead and answer the question after the
parties make their objections. Okay?**

A. Yes.

Q. All right.

**Also, is there any reason
today that you cannot give truthful answers to
my questions? For example, are you under any
medications or suffering from any conditions
that would prevent you from either
understanding my questions or answering them
truthfully?**

A. There is not.

Q. Okay. All right.

**And then last but not least,
there may be a few times today where you know
what my question is going to be before I finish
asking it. Sometimes your inclination might be
to be start answering my question because you
know what I'm going to ask. But we have a
court reporter taking down what -- what
everybody is saying, so it's hard for her to do**

1 that if two people talk at the same time. So
2 if I ask -- if I'm asking a question, I'll ask
3 that you wait until I'm done asking it before
4 you start to answer, and I will try to return
5 that courtesy and not ask you a new question
6 while you're still answering a question that I
7 have asked.

8 Is that fair?

9 A. Yep.

10 Q. All right.

11 What's the highest level of
12 education you've received?

13 A. High school.

14 Q. Okay.

15 And when did you graduate
16 from high school?

17 A. 2006.

18 Q. And where was that?

19 A. West Chicago Community High School.

20 Q. And what was the first job that you
21 had out of high school?

22 A. Boston Market.

23 Q. Okay.

24 And -- well, where do you

1 A. In my early 20's.

2 Q. I guess I meant approximately during
3 what years. I'm sorry.

4 A. Give me a minute to think about that.
5 So probably about 2007 through 2009.

6 Q. Okay. All right.

7 And what was your field of
8 study there?

9 A. Interior design.

10 Q. Excellent.

11 And then you left there in
12 approximately 2009.

13 What did you do between 2009
14 and 2011 when you started with Assured
15 Partners?

16 A. I was working full time at Boston
17 Market as a -- yeah.

18 Q. Okay.

19 And you started to work for
20 Assured Partners in 2011.

21 What position were you hired
22 for?

23 A. I was hired for a mail position, as in
24 incoming mailing that was delivered to our

1 work now? Let's --

2 A. Assured Partners.

3 Q. Okay.

4 How long have you worked at
5 Assured Partners?

6 A. Since 2011.

7 Q. And have you received -- outside of
8 high school, have you received any education or
9 training or any sort of further education
10 beyond high school even if it's specific to
11 your industry?

12 A. Yes.

13 Q. What -- what training and education
14 have you received?

15 A. Well, I have my property and casualty
16 license.

17 Q. Okay.

18 A. So that included testing and classes.

19 Q. Anything else?

20 A. I did do a -- about two and a half
21 years of college. I did not graduate.

22 Q. Where did you go to college?

23 A. The Art Institute of Pittsburgh.

24 Q. And during what period of time?

1 office.

2 Q. All right.

3 And how long were you in that
4 position?

5 A. A short time. I would estimate about
6 six months.

7 Q. Okay.

8 What was your next position?

9 A. Certificates of insurance and surety.

10 Q. And what did you do as a part of
11 your -- strike that.

12 What were your
13 responsibilities in certificates of insurance
14 and surety?

15 A. I would review requests coming in from
16 our clients and issue the certificates per the
17 request. And then in regards to the surety, it
18 was issuing surety bonds of different types.

19 Q. Okay.

20 Did you do anything else?

21 A. No, not during that time.

22 Q. All right.

23 Was -- and how long were you
24 in that position?

1 A. Approximately a year.

2 **Q. Okay.**

3 **Was one of your clients while**
4 **you were in that position Midwest Dock**
5 **Solutions?**

6 A. I cannot recall if they were my
7 client -- well, the agency clients. I believe
8 so.

9 **Q. Do you know whether during that period**
10 **of time you would have been issuing**
11 **certificates of insurance and surety bonds for**
12 **Midwest Dock Solutions?**

13 A. I personally could have, yes.

14 **Q. You just don't recall because it's too**
15 **long ago? Is that it?**

16 A. Correct.

17 **Q. Okay.**

18 **And so you were in that**
19 **position for about a year, so that would take**
20 **us sometime to 2012, maybe '13?**

21 A. Yes.

22 **Q. All right.**

23 **And then what was your next**
24 **position?**

1 **account manager?**

2 A. I don't have the exact date. I was --
3 I want to believe that I was licensed prior to
4 the account manager position. It was prior to
5 the certificate and surety position as well.

6 **Q. Oh, I see. Okay.**

7 **And what did -- have you**
8 **taken any continuing classes or education since**
9 **you obtained your property and casualty**
10 **license?**

11 A. Yes.

12 **Q. Okay.**

13 **And what does that -- what**
14 **has that entailed?**

15 A. Every two years, we have to take, at
16 least, 24 credits, CE credits. So I have taken
17 those credits in addition to ethics classes.

18 **Q. All right.**

19 **And what did the -- you have**
20 **to do -- every two years you have to take the**
21 **continuing education classes that you have**
22 **described?**

23 A. Correct.

24 **Q. And what do the -- not the ethics**

1 A. To a small business commercial lines
2 account manager.

3 **Q. All right.**

4 **And what -- what was -- what**
5 **did that entail?**

6 A. That entailed issuing new policies for
7 clients, reviewing policies for the clients,
8 servicing their insurance needs all around,
9 ultimately.

10 **Q. Okay.**

11 **Now, you mentioned you took**
12 **a -- you have your property and casualty**
13 **license, and that involved some testing and**
14 **taking of classes, correct?**

15 A. Yes.

16 **Q. When did you do that? When did you**
17 **get your property and casualty license?**

18 A. Approximately, 2011.

19 **Q. So right around this period of time?**

20 A. When I started working with Assured
21 Partners, yes.

22 **Q. Okay.**

23 **And -- and around the same**
24 **time, you became a -- a small commercial**

1 **classes, but the other classes, what do those**
2 **generally entail?**

3 A. Different topics of commercial
4 insurance is what I would take the classes for,
5 so general liability, umbrella liability,
6 property coverage.

7 **Q. All right.**

8 **And then what do the ethics**
9 **classes focus on?**

10 A. A lot of them focus on claims
11 situations within the industry.

12 **Q. So other than the continuing legal**
13 **education -- or, I'm sorry, strike that.**

14 **Other than the continuing**
15 **education classes and the ethics classes and**
16 **other than the time that you spent at college,**
17 **have you had any other post high school**
18 **education or training?**

19 A. Yes.

20 **Q. What else?**

21 A. While working at Boston Market, I took
22 training on classes for management and
23 sanitation.

24 **Q. Was that through Boston Market?**

1 A. It was through the McDonald's
2 Corporation, yes.

3 **Q. Okay.**

4 **Oh, I didn't know they were**
5 **part of McDonald's.**

6 **All right. And any -- any**
7 **other training or education that you've had?**

8 A. I do take regular training, and I'm --
9 a lot of training in education, I would say,
10 throughout the year, courses provided by our
11 carriers that I do attend from time to time.

12 **Q. Okay.**

13 **Now, after you were a -- you**
14 **worked in the mailroom, then you worked for --**
15 **issuing certificates of insurance and surety**
16 **bonds. And then you became -- I think I have**
17 **the title right -- a commercial small account**
18 **manager?**

19 A. Small business commercial account
20 manager, yes.

21 **Q. And how long were you in that**
22 **position?**

23 A. Approximately a year and a half.

24 **Q. All right.**

1 **And Esser Hayes eventually**
2 **became Assured Partners, correct?**

3 A. Correct.

4 **Q. Okay.**

5 **But you were working with**
6 **Esser Hayes when you were hired, correct?**

7 A. Yes.

8 **Q. How long -- when did Esser Hayes**
9 **become Assured Partners?**

10 A. 2019.

11 **Q. When did you -- when do you recall**
12 **first being aware of Midwest Dock Solutions?**

13 A. Some time ago. I'm sorry. It's hard
14 to put these years into -- I want say around,
15 probably, 2012, my time as a small business
16 account manager.

17 **Q. Okay.**

18 **I was just trying to figure**
19 **out, during your different positions, when you**
20 **would have first had interaction with Midwest**
21 **Dock Solutions.**

22 A. Yes. That would be then.

23 **Q. All right.**

24 **And were they one of your**

1 **And then what was your next**
2 **position?**

3 A. Middle market customer service
4 representative.

5 **Q. Middle market -- I'm sorry. What did**
6 **you say after that?**

7 A. A CSR, so customer service rep.

8 **Q. Customer service?**

9 A. Ah-huh.

10 **Q. Now, just so I'm clear, are you**
11 **familiar with Esser Hayes?**

12 A. Yes.

13 **Q. Okay.**

14 **And what's -- you were**
15 **working -- I'm trying to understand. I just**
16 **want to make sure I've got it clear.**

17 **You were working for Assured**
18 **Partners during this time, correct?**

19 A. No. Esser Hayes.

20 **Q. Oh, okay. I think you said you were**
21 **hired by Assured Partners in 2011, but you**
22 **meant you were hired by Esser Hayes in 2011?**

23 A. Correct.

24 **Q. Okay.**

1 **accounts?**

2 A. Not mine personally, no.

3 **Q. Okay.**

4 **And do you know whose account**
5 **they were at that time?**

6 A. I do not know.

7 **Q. Okay.**

8 **But you did work on their**
9 **account, I take it?**

10 A. Correct.

11 **Q. Okay. All right.**

12 **And we'll come back to that,**
13 **but what were -- what were your**
14 **responsibilities as a middle market customer**
15 **service rep? How did that change from your**
16 **responsibilities as a small business commercial**
17 **account manager?**

18 A. In the middle market CSR role, I was
19 assisting other account managers in the middle
20 market space.

21 **Q. And what were you doing as a small**
22 **business commercial account manager?**

23 A. In the small business commercial
24 account manager? I was handling the primary

1 contact for our clients on that size of
2 accounts.

3 **Q. And was Midwest Dock Solutions a small
4 business commercial account?**

5 A. At that time, I believe so.

6 **Q. Okay.**

7 **And what did you do in
8 handling the small business commercial
9 accounts? What kind of things would you do?**

10 A. I would answer client questions
11 regarding their insurance policies, billing
12 questions, process the renewals, issue
13 certificates.

14 **Q. Okay.**

15 A. The day-to-day insurance. It doesn't
16 sound like a lot.

17 **Q. Well, actually, it does.**

18 **And what would you do as a
19 middle market customer service rep? You said
20 you assisted other account managers. What --
21 what were your duties?**

22 A. Creating proposals of insurance,
23 requesting endorsements to carriers, processing
24 those endorsements from the carriers. In that

1 position, I was more of a second point of
2 contact, not the primary.

3 **Q. Okay.**

4 **So the customer would reach
5 out to their account manager, and then the
6 account manager would reach out to you?**

7 A. Correct.

8 **Q. All right.**

9 **And what was -- what was a
10 small account versus a middle market account?**

11 MR. HUGHES: Kevin, I'm going to
12 object. This -- you know, this large line of
13 questioning is just not related to the topics
14 on the 30(b)(6) subpoena that you issued. It's
15 not -- it's not an individual deposition, so
16 the -- this is the beyond subject of the
17 subpoena.

18 MS. TOWNSEND: I'll be joining that
19 objection.

20 BY MR. McJESSY:

21 **Q. You can go ahead and answer.**

22 A. Can you please repeat the question?

23 **Q. What is the -- what is considered a
24 small business account versus a middle market**

1 **account?**

2 A. During that time period, I believe it
3 was based on the revenue that we received from
4 the insurance carriers of 2500 and below.

5 **Q. Okay.**

6 **And then what was your next
7 position after middle market customer service
8 rep?**

9 A. Middle market account manager.

10 **Q. Okay.**

11 **And how long were you in that
12 position?**

13 A. Two years.

14 **Q. And did you -- were you responsible
15 for Midwest Dock Solutions' account during that
16 period of time?**

17 A. Our agency was, yes.

18 **Q. Okay.**

19 **But it wasn't your personal
20 account?**

21 A. Correct.

22 **Q. Okay.**

23 **And what was your next
24 position after middle market account**

1 **representative?**

2 A. Client service manager.

3 **Q. And what -- what time period are we up
4 to with client service manager?**

5 A. I would say about 2017.

6 **Q. Okay.**

7 **And you're familiar with a
8 company called Dock & Door Install, correct?**

9 A. Yes.

10 **Q. Okay.**

11 **Were they your account at
12 this time?**

13 A. They were the agency -- at 2017? I
14 believe part of that year, yes.

15 **Q. Okay.**

16 **And do you know when you
17 first became familiar with Dock & Door Install?**

18 A. I do not know.

19 **Q. Okay.**

20 **And then what was your next
21 position after middle market account manager?**

22 A. After the middle market account
23 manager, I was the client service manager.

24 **Q. Okay. Oh, okay.**

1 **And how long were you in that**
2 **position?**

3 A. Four years.

4 **Q. Okay.**

5 **And then what was your next**
6 **position after that?**

7 A. Director of commercial lines.

8 **Q. Okay.**

9 **Is that your current**
10 **position?**

11 A. That is, yes.

12 **Q. And when did you become director of**
13 **commercial lines?**

14 A. 20 -- end of 2022.

15 **Q. All right.**

16 **And what are your**
17 **responsibilities as director of commercial**
18 **lines?**

19 A. I manage and oversee our commercial
20 lines department.

21 **Q. Okay.**

22 **And what does that -- what**
23 **does mean? What are your duties?**

24 A. I manage about 30 employees, service

1 **Q. All right.**

2 **And you'll see that -- I'm**
3 **going to go through the topics that are in the**
4 **subpoena.**

5 **Have you seen the subpoena --**
6 **you've seen the subpoena before, correct?**

7 A. Yes.

8 **Q. Okay.**

9 **And item one says -- asks --**
10 **asks Assured Partners to produce the person**
11 **most knowledgeable about its efforts to gather**
12 **and produce documents responsive to the**
13 **subpoena.**

14 **Do you see that?**

15 A. Yes.

16 **Q. Okay.**

17 **And is that you?**

18 A. Yes, it is.

19 **Q. All right.**

20 **And we received two PDFs of**
21 **documents from Assured Partners. One was email**
22 **communications and the other was insurance**
23 **documents, including certificates of insurance**
24 **and parts of or -- or complete insurance**

1 employees.

2 **Q. Okay. All right.**

3
4 (WHEREUPON, the document marked
5 Plaintiff's Exhibit 278 for
6 identification was tendered to
7 the deponent.)

8
9 BY MR. McJESSY:

10 **Q. All right.**

11 **I'm going to do a share**
12 **screen here, and I'm showing you what's been**
13 **marked as Exhibit 278.**

14 **Do you see that?**

15 A. Yes.

16 **Q. And this is the subpoena that caused**
17 **you to be here today, correct?**

18 A. Yes.

19 **Q. All right.**

20 **And you're the person most**
21 **knowledgeable about the matters that are**
22 **described in the subpoena rider; is that**
23 **correct?**

24 A. Yes.

1 **policies.**

2 **Does that sound right to you?**

3 A. Yes.

4 **Q. All right.**

5 **And are you the one who**
6 **assembled those documents for production?**

7 A. I am.

8 **Q. Okay.**

9 **And did anybody else assist**
10 **you in that endeavor?**

11 A. No.

12 **Q. Okay.**

13 **And how did you go about**
14 **gathering the documents to respond to the**
15 **subpoena?**

16 A. I extracted them from our agency
17 management system and saved them into a shared
18 drive.

19 **Q. Okay.**

20 **And then were you the one who**
21 **combined them into a PDF?**

22 A. Some of the documents extract from our
23 system into a PDF.

24 **Q. Oh, I see.**

1 A. So, yes.

2 Q. Okay.

3 So that's how they extracted,
4 one as a group of email communications and the
5 other as a group of policy-related documents?

6 A. Correct.

7 Q. Okay.

8 The next item is the work
9 services and products that Assured Partners
10 performed for or provided to Dock & Door and
11 Midwest Dock.

12 Are you the person most
13 knowledgeable about that?

14 A. Yes.

15 Q. Okay.

16 Number three is the
17 information provided by either Dock & Door or
18 Midwest Dock to subpoena respondent.

19 Are you the person most
20 knowledgeable about that?

21 A. Yes.

22 Q. All right.

23 The persons from Dock & Door
24 and Midwest Dock who were in contact with the

1 to the extent that Assured Partners has
2 knowledge about that, are you the person most
3 knowledgeable?

4 A. Yes.

5 Q. All right.

6 The coverage -- the insurance
7 coverage obtained by Assured Partners for
8 Dock & Door and Midwest Dock, are you the --
9 are you the person most knowledgeable about
10 that?

11 A. Yes.

12 Q. Okay.

13 And then the next one, all
14 certificate of insurance documents that were
15 provided to any general contractor or other
16 third-party for insurance carried by either
17 Dock & Door or Midwest Dock and the documents
18 such as emails or fax cover pages showing the
19 transmittal of the certificate of insurance
20 docs -- documents, are you the person most
21 knowledgeable about that?

22 A. Yes.

23 Q. Okay.

24 Any additional insurance on

1 subpoena respondent, Assured Partners,
2 regarding the work performed for or products
3 provided to Dock & Door and Midwest Dock.

4 Are you the person most
5 knowledgeable about that?

6 A. Yes.

7 Q. Okay.

8 The communications between
9 the subpoena respondent, Assured Partners, on
10 the one hand and either Dock & Door or Midwest
11 Dock on the other hand, that would -- you're
12 the most the person most knowledgeable about
13 that?

14 A. Yes.

15 Q. Okay.

16 To the extent Assured
17 Partners has knowledge -- knowledge about the
18 relationship between Dock & Door and Midwest
19 Dock, would you be the person most
20 knowledgeable about that?

21 A. Yes.

22 Q. Okay.

23 The ownership, management,
24 and operation of Dock & Door and Midwest Dock,

1 any policy issued to Dock & Door or Midwest
2 Dock, are you the person most knowledgeable
3 about that?

4 A. Yes.

5 Q. Okay.

6 And all communications
7 between Assured Partners and any third-party,
8 including any general contractor on behalf of
9 Dock & Door or Midwest Dock, are you the person
10 most knowledgeable about that?

11 A. Yes.

12 Q. Okay.

13 And then the documents that
14 were requested, item one is communications
15 between Assured Partners and Dock & Door or
16 Midwest Dock or -- or their employees or
17 agents, you -- how did you gather those emails
18 responsive to that document request?

19 A. I extracted them from our agency
20 management system.

21 Q. And -- and how did you do that? Like
22 did you search by email address or by account
23 or -- or how was that done?

24 A. Yeah. I searched by account, and I go

1 to the attachments within the account, and I
2 can just right click and export.

3 **Q. Okay.**

4 **And to the best of your**
5 **knowledge, that would capture communications**
6 **with anyone from Dock & Door or Midwest Dock**
7 **regarding its insurance matters with Assured**
8 **Partners?**

9 A. Yes.

10 **Q. Okay.**

11 **And -- and you'll see above**
12 **here, it says, the document requests herein**
13 **apply to the period from January 1, 2020, to**
14 **the present.**

15 **Was that the time period that**
16 **you limited your request to?**

17 A. Yes.

18 **Q. Okay.**

19 **Or your search or however you**
20 **did it?**

21 A. Yes.

22 **Q. Okay.**

23 **Item two asks for all**
24 **certificate of insurance documents that were**

1 **Have all of those been**
2 **provided?**

3 A. Yes.

4 **Q. Okay.**

5 **All invoices, billing**
6 **statements, or account statements for any**
7 **policy issued to either Dock & Door or Midwest**
8 **Dock, have those documents been provided?**

9 A. Yes, all that we have had in our
10 system.

11 **Q. Okay.**

12 **All documents showing any**
13 **refund made on any insurance or bond, any**
14 **insurance policy or bond providing coverage to**
15 **Dock & Door or Midwest Dock, to the extent that**
16 **those documents exist, have they been produced?**

17 A. All of the documents from our system,
18 yes.

19 **Q. Okay.**

20 **And -- now, do you know**
21 **offhand approximately how many certificates of**
22 **insurance you've provided for -- provided in**
23 **response to the subpoena for Dock & Door?**

24 A. Offhand, I do not know.

1 **provided to any general contractor or**
2 **third-party for that period.**

3 **As best you know, have you**
4 **produced all of those insurance certificates?**

5 A. Yes.

6 **Q. Okay.**

7 **For Dock & Door and Midwest**
8 **Dock?**

9 A. Correct.

10 **Q. Okay.**

11 **All documents -- item three**
12 **is all documents showing any party added as an**
13 **additional assured on any policy issued to**
14 **either Dock & Door or Midwest Dock.**

15 **Do you see that?**

16 A. Yes.

17 **Q. And have those documents been**
18 **provided, as far as you know?**

19 A. Yes.

20 **Q. Okay.**

21 **And then item four is all**
22 **declaration pages for policies providing**
23 **insurance coverage to either Dock & Door or**
24 **Midwest Dock.**

1 **Q. Okay.**

2 **If I told you the number was**
3 **26, does that sound about right?**

4 A. Yes.

5
6 (WHEREUPON, the document marked
7 Plaintiff's Exhibit 254 for
8 identification was tendered to
9 the deponent.)

10
11 BY MR. McJESSY:

12 **Q. Okay.**

13 **I'm going to show you what**
14 **we've previously marked as Exhibit 254.**

15 **Let's see. All right.**

16 **And do you see Exhibit 254**
17 **there?**

18 A. Yes.

19 **Q. All right.**

20 **And that's an insurance**
21 **certificate.**

22 **This was issued on behalf of**
23 **Dock & Door Install, correct?**

24 A. Yes.

1 **Q. And it was issued to ARCO Murray, and**
 2 **there's a -- is that correct?**
 3 A. Yes.
 4 **Q. And there's a date in the upper**
 5 **right-hand corner that's -- can you see that?**
 6 **It says 3/20/25. I can make it larger if its**
 7 **hard to see.**
 8 A. Yes. Please make it larger.
 9 Yes. I see 3/20/2025.
 10 **Q. Okay.**
 11 **So is that when the**
 12 **certificate would have been issued?**
 13 A. Yes.
 14 **Q. All right.**
 15 **And that was the only**
 16 **certificate that I saw in the production for**
 17 **ARCO Murray on behalf of Dock & Door Install.**
 18 **This one was issued in March of 2025.**
 19 **Do you know how this**
 20 **certificate of liability insurance came to be**
 21 **issued?**
 22 A. I do not know the exact steps of how
 23 this was issued, no.
 24 **Q. Okay.**

1 what I need to see.
 2 **Q. Can you see where it says, the insured**
 3 **and the certificate holder?**
 4 A. Yes.
 5 **Q. Okay.**
 6 **I'll try to make it a little**
 7 **bit bigger. I don't know how big the screen**
 8 **you're on is -- that you're looking at is.**
 9 **Can you see the date is**
 10 **3/3/20?**
 11 A. Yes.
 12 **Q. Okay.**
 13 **And then this is the second**
 14 **page.**
 15 **You can see the date is**
 16 **3/1/2020?**
 17 A. Yes.
 18 **Q. And, again, it's for Clayco.**
 19 **Do you see that?**
 20 A. Yes.
 21 **Q. And then the next one is 8/6/2020,**
 22 **again, for Dock & Door for Clayco, correct?**
 23 A. Yes.
 24 **Q. All right.**

1 **So that was Exhibit 254.**
 2
 3 (WHEREUPON, the document marked
 4 Plaintiff's Exhibit 255 for
 5 identification was tendered to
 6 the deponent.)
 7
 8 BY MR. McJESSY:
 9 **Q. And then I'm going to show you Exhibit**
 10 **255.**
 11 **All right. Well, this is a**
 12 **little different.**
 13 **All right. And do you see**
 14 **Exhibit 255 there?**
 15 A. Yes.
 16 **Q. All right.**
 17 **And this is a six-page**
 18 **exhibit. And these are certificates of -- of**
 19 **insurance issued to Clayco, and I'm going to**
 20 **flip through all six, again, real quick for**
 21 **you.**
 22 **Can -- can you see that, or**
 23 **do you need me to make it larger?**
 24 A. I can see some of it. It depends on

1 **The next one's also 8/6/2020**
 2 **for Dock & Door for Clayco, correct?**
 3 A. Yes.
 4 **Q. All right.**
 5 **And then the next one is the**
 6 **same date, 8/6/2020, for Dock & Door, also for**
 7 **Clayco, correct?**
 8 A. Yes.
 9 **Q. And the last one is for 6/28/22 for**
 10 **Dock & Door for Clayco, correct?**
 11 A. Yes.
 12 **Q. All right.**
 13
 14 (WHEREUPON, the document marked
 15 Plaintiff's Exhibit 256 for
 16 identification was tendered to
 17 the deponent.)
 18
 19 BY MR. McJESSY:
 20 **Q. I'm now showing you what's been marked**
 21 **as Exhibit 256. This is one insurance**
 22 **certificate issued on 8/6/2020 for Krusinski**
 23 **Construction.**
 24 **Do you see that?**

1 A. I believe that I've mistaken the two.
 2 So Dock & Door, we did not renew their policy
 3 in 2025.
 4 **Q. Okay.**
 5 A. Which I believe was July.
 6 **Q. Okay.**
 7 **And for Midwest Dock**
 8 **Solutions, do you know how they became a client**
 9 **of -- if I say Assured Partners, do you**
 10 **understand that includes Esser Hayes?**
 11 A. Yes.
 12 **Q. Okay.**
 13 **And if I say Esser Hayes, of**
 14 **course, I mean Esser Hayes. But when did -- or**
 15 **strike that.**
 16 **How did Midwest Dock**
 17 **Solutions become a client of Esser Hayes?**
 18 A. Midwest Dock Solutions was also
 19 brought in by a producer.
 20 **Q. Okay.**
 21 **Do you know, was it the same**
 22 **producer?**
 23 A. I do not know.
 24 **Q. Okay.**

1 **Do you know who that was?**
 2 A. I do not.
 3 **Q. Okay.**
 4 **And Midwest Dock Solutions,**
 5 **it's no longer a client of Assured Partners,**
 6 **correct?**
 7 A. Correct.
 8 **Q. Do you know when Midwest Dock left --**
 9 **left Assured Partners?**
 10 A. 2023.
 11 **Q. All right.**
 12 **Do you know, did they**
 13 **transition some of their insurance policies**
 14 **away from Assured Partners prior to that?**
 15 A. Prior to 2023?
 16 **Q. Correct.**
 17 A. Yes, I believe so.
 18 **Q. And the reason I ask is, I don't see**
 19 **certificates of insurance for Midwest Dock in**
 20 **your document production, and I don't see**
 21 **any -- any significant communications -- I'm**
 22 **not sure I saw any from 2023 -- between Assured**
 23 **Partners and Midwest Dock Solutions. So could**
 24 **you be off on that date?**

1 A. I could be off, yes.
 2 **Q. Okay.**
 3 A. I do believe we had one policy left
 4 with us that ended in 2024, which probably did
 5 not require a lot of correspondence.
 6 **Q. Okay.**
 7 **Do you know what policy that**
 8 **was?**
 9 A. It was an ERISA bond.
 10 **Q. Okay.**
 11 **An ERISA bond?**
 12 A. Correct.
 13 **Q. And that was with Midwest Dock**
 14 **Solutions?**
 15 A. Yes.
 16 **Q. What's an ERISA bond?**
 17 A. An ERISA bond is a surety bond that
 18 covers the 401(k) employee assets.
 19 **Q. Oh, okay.**
 20 **Covers the 401(k) assets of**
 21 **Midwest Dock Solutions for its employees?**
 22 A. Correct.
 23 **Q. Okay. All right.**
 24 **Now, you would also provide**

1 certificates -- "you," meaning Assured
 2 Partners -- also provided insurance
 3 certificates for Midwest Dock Solutions,
 4 correct?
 5 A. Yes.
 6 **Q. Okay.**
 7 **And do you know approximately**
 8 **how many certificates of insurance you provided**
 9 **for Midwest Dock Solutions to its different**
 10 **contractors?**
 11 A. I do not know the number.
 12 **Q. Okay.**
 13 **Do you know approximately?**
 14 A. Not that many. I believe, 15 to 20.
 15 **Q. Okay.**
 16 A. That number could be off.
 17
 18 (WHEREUPON, the document marked
 19 Plaintiff's Exhibit 286 for
 20 identification was tendered to
 21 the deponent.)
 22
 23 BY MR. McJESSY:
 24 **Q. Okay.**

1 Let me start out by showing
2 you -- I'm going to start out by showing you
3 Exhibit 286, and I'll point out to you that the
4 PDF is 688 pages long.

5 So I don't know how practical
6 it is to go through all of these, but these are
7 certificates of insurance for Midwest Dock
8 Solutions, correct?

9 A. Yes.

10 Q. All right.

11 And I can certainly -- if you
12 keep your eye on the Midwest Dock Solutions and
13 the Keeley -- you know, the contractor and the
14 date, you'll see that these are all separate
15 insurance certificates for Midwest Dock
16 Solutions, all dated 2020 or 2021. And I'm not
17 sure I want to go and take the time to go
18 through 688 pages, but you'll see that we're on
19 page 17, and now the date is 2021.

20 Do you see that?

21 A. Yes.

22 Q. And it's still Keeley Construction.
23 These are all -- the first group here is Keeley
24 Construction. Now, we're at 550 West Jackson,

1 did not review page by page, no.

2 Q. Okay.

3 So you just reviewed the two
4 large documents that you sent as a production?

5 A. I did not send them as two large
6 documents. They were all large individual
7 documents dropped into a share point.

8 Q. Oh.

9 Do you know -- I think we
10 received two files from -- as a production to
11 our subpoena.

12 Do you know who would have
13 combined those?

14 A. I would not know that. I would have
15 to defer that to Carissa.

16 Q. Okay.

17 Were you responsible for
18 producing the certificates of insurance on
19 behalf of Midwest Dock Solutions?

20 A. Yes.

21 Q. Okay.

22 So you would have been the
23 person who would have been -- when they needed
24 one, you would have sent it out or arranged to

1 Owner, LLC.

2 Do you see it's Midwest Dock
3 Solutions still?

4 A. Yes.

5 Q. And the date's still 2021.

6 And then we're into Air
7 Products, and they're all different general
8 contractors or company names down here.

9 You said 15 to 20, and I'll
10 represent to you that this exhibit -- and if
11 you want to go through it all, I'm happy to
12 flip through it, but this is 688 certificates
13 of insurance, and I'll also represent to you
14 that I believe all of these are in 2020 and
15 2021. There's -- I don't think there's any
16 after that date that I saw, so could you be way
17 off on that number?

18 A. I could definitely be way off.

19 Q. Okay.

20 Prior to giving your
21 deposition here today, did you review any
22 documents to prepare for your deposition?

23 A. The only documents that I reviewed
24 were those that I pulled out of the system. I

1 have it sent out?

2 A. I am personally not the person, no.

3 Q. Okay.

4 A. Our agency did send out.

5 Q. Okay.

6 Who at your agency would have
7 done that?

8 A. We had many different people. At the
9 time, I would not -- I cannot give you that
10 answer.

11 Q. Okay.

12 Do you know who Margaret
13 Stredde is, S-t-r-e-d-d-e?

14 A. I do.

15 Q. Would she have been one of those
16 persons?

17 A. She could have been one of those
18 people, correct.

19 Q. Okay.

20 Is she still there?

21 A. She is not.

22 Q. Okay.

23 When did she leave?

24 A. Well, I don't know the exact date, but

1 it's been over six years.

2 **Q. Okay.**

3 **Do you have any reason to**
4 **doubt that -- that Esser Hayes or Assured**
5 **Partners would have produced all of these**
6 **certificates of insurance on behalf of Midwest**
7 **Dock Solutions?**

8 A. I do not have any reason to doubt, no.

9 **Q. Okay. All right.**

10 **So in addition to that**
11 **600-plus page exhibit of certificates of**
12 **insurance, we also received these**
13 **certificates -- these certificates of the**
14 **insurance issued on behalf of -- do you see**
15 **where it says Midwest Dock Solutions?**

16 A. Yes.

17
18 (WHEREUPON, the document marked
19 Plaintiff's Exhibit 259 for
20 identification was tendered to
21 the deponent.)

22
23 BY MR. McJESSY:

24 **Q. And these -- these are -- this 95-page**

1 A. Yes.

2 **Q. And the other one I showed you was in**
3 **February, and I believe it still said Esser**
4 **Hayes. Let's go back. Well, this is -- this**
5 **one is 10/14/20, and it says Assured Partners**
6 **as well. Do you see that? It's page 57 of**
7 **that exhibit.**

8 A. Yes.

9 **Q. So the name looks like it goes back**
10 **and forth between Esser Hayes and Assured**
11 **Partners.**

12 **Do you see that?**

13 A. Yes.

14 **Q. Is there an explanation for that?**

15 A. Could you go back to the certificate
16 you referenced in February of 2021? Right
17 there.

18 **Q. I think that might be a different one.**
19 **I think the other one I referenced had Esser**
20 **Hayes on it. I think it was back here. Here**
21 **it is. No. That still says Assured Partners.**
22 **Oh, here it is. It was page 44 of that**
23 **exhibit. It says Esser Hayes, and it's a**
24 **certificate dated February of 2020.**

1 **exhibit, which is Exhibit 259, these are all**
2 **certificates of insurance that are just to ARCO**
3 **Murray. They're not included in that exhibit I**
4 **just showed you. These were -- these are**
5 **separate as a group for just ARCO Murray, and**
6 **do you have any reason to doubt that these**
7 **certificates of insurance were issued on behalf**
8 **of Midwest Dock Solutions for ARCO Murray?**

9 A. I do not.

10 **Q. Okay.**

11 **And, now, I note that it does**
12 **say -- in the upper corner here -- producer,**
13 **Esser Hayes Insurance Group. And this is a**
14 **certificate of insurance for 2020. Let's see**
15 **if I can find one from 2021. Here's one. Page**
16 **50 is a certificate of insurance, and this one**
17 **is from 2021, February 18.**

18 **Do you see that?**

19 A. Yes.

20 **Q. And I don't think there's any issued**
21 **after 2021. Here's one in March of 2021.**

22 **Now, this one says Assured**
23 **Partners up here.**

24 **Do you see that?**

1 A. 2020, correct. Esser Hayes did not
2 re-brand until June of 2020 to Assured
3 Partners.

4 **Q. I see. Okay.**

5 **So it was just a re-branding,**
6 **a name change?**

7 A. Correct.

8 **Q. All right.**

9 **There was some sort of**
10 **acquisition that took place, correct?**

11 A. Yes.

12 **Q. Okay.**

13 **But for purposes of issuing**
14 **the certificate of liability insurance, where**
15 **it says producer, that's more of an internal**
16 **thing at your -- at the -- at the firm as it**
17 **was making its transition?**

18 A. Correct.

19 **Q. Okay.**

20 **And, again, I think all of**
21 **these certificates of insurance are either 2020**
22 **or 2021.**

23 **Would you agree with that?**

24 A. Yes.

(WHEREUPON, the document marked Plaintiff's Exhibit 260 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. All right.

And now I'm showing you what's been marked as Exhibit 260. This is, mercifully, a short -- a small exhibit. It's twenty -- it's 23 pages, and these are all certificates of insurance for Pepper Construction as the certificate holder.

Do you see that?

A. Yes.

Q. Okay.

And some of these look like two -- two-page documents.

Is this like a second page of the certificate of insurance? I'm looking at page seven of Exhibit 260.

A. Yes. It is a remarks that runs on --

Q. Okay.

A. -- from the first page.

Q. All right. That's all of them.

Do you agree these are all Midwest Dock Solutions' certificates for Meridian Design Build from 2020 and 2021?

A. Yes.

(WHEREUPON, the document marked Plaintiff's Exhibit 280 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. All right.

And, now, I'm showing you Exhibit 280.

And these are all certificates of liability insurance for Midwest Dock Solutions, and the certificate holder is Krusinski Construction Company.

Do you see that?

A. Yes.

Q. And, again, they're all -- they're all from 2020 and 2021.

Do you see that?

Q. All right.

So there's less than 23 certificates of insurance here because some of these are second pages, but -- all right.

And, again, these all look to be certificates of insurance from 2020. I'm not sure I see any from 2021.

Would you agree with that?

A. Yes.

(WHEREUPON, the document marked Plaintiff's Exhibit 279 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. All right.

And then Exhibit 279 -- I'll flip through these. Again, if you can notice the -- the date and the insured and the -- the certificate holder, I'll flip through them every couple of seconds. If you need me to go back and look at one, let me know.

A. Okay.

A. Yes.

Q. I'm going to go through them again.

All right. Do you agree that those are all Krusinski Construction from 2020 and 2021 for Midwest Dock Solutions?

A. Yes.

Q. All right.

And, now, all of these seem to be for 2020 and 2021. We haven't seen one yet that's after that date.

Is there a reason that Assured Partners would have stopped issuing certificates of insurance for Midwest Dock Solutions after -- or sometime in 2021?

A. Yes.

Q. What would that be?

A. We would not be providing the insurance policies for them after that.

Q. Okay.

Do you think that that's the case, that whatever -- well, what's the insurance policies that would cause you to issue these certificates of liability insurance?

1 A. The general liability, auto liability
2 workers' comp, and umbrella liability.

3 **Q. Okay.**

4 **Do you think you may have**
5 **stopped carrying those lines for Midwest Dock**
6 **Solutions after -- sometime in 2021?**

7 A. Yes.

8 **Q. Okay. All right.**

9 **Yeah. And I'm going to try**
10 **to run through these as quickly as I can, but I**
11 **just want you to confirm that these are**
12 **certificates of insurance provided by Assured**
13 **Partners for Midwest Dock for the different**
14 **contractors that are listed on the**
15 **certificates. All right? And I've just got a**
16 **couple more exhibits to go through.**

17
18 (WHEREUPON, the document marked
19 Plaintiff's Exhibit 281 for
20 identification was tendered to
21 the deponent.)
22

23 BY MR. McJESSY:

24 **Q. So this is Exhibit 281, and these are**

1 A. Yes.

2 **Q. All right.**

3 **And they're all certificates**
4 **of insurance, again, that you can observe the**
5 **date. I think they're all 2020 and 2021.**

6 **All right. Those are all**
7 **Opus Design Build certificates of insurance for**
8 **Midwest Dock Solutions from 2020, correct?**

9 A. Yes.

10 **Q. All right.**

11
12 (WHEREUPON, the document marked
13 Plaintiff's Exhibit 283 for
14 identification was tendered to
15 the deponent.)
16

17 BY MR. McJESSY:

18 **Q. All right.**

19 **And these are certificates of**
20 **insurance for Peak Construction issued on**
21 **behalf of Midwest Dock Solutions during 2020**
22 **and 2021, correct?**

23 A. Yes.

24 **Q. All right.**

1 **all certificates of insurance that were not**
2 **included in that large group, again, but**
3 **they're for Clayco Insurance.**

4 **Do you see that?**

5 A. Yes.

6 **Q. All right.**

7 **And I'm just going to flip**
8 **through them again quickly because I'm looking**
9 **for you to confirm that that's what these are.**

10 **All right. So those are all**
11 **certificates of insurance for Clayco from 2020,**
12 **correct?**

13 A. Yes.

14
15 (WHEREUPON, the document marked
16 Plaintiff's Exhibit 282 for
17 identification was tendered to
18 the deponent.)
19

20 BY MR. McJESSY:

21 **Q. All right.**

22 **This is Exhibit 282. Now,**
23 **these are all for Opus Design Build.**
24 **Do you see that?**

1 (WHEREUPON, the document marked
2 Plaintiff's Exhibit 284 for
3 identification was tendered to
4 the deponent.)
5

6 BY MR. McJESSY:

7 **Q. Okay.**

8 **And these are certificates of**
9 **insurance -- I am showing you Exhibit 284. The**
10 **last Exhibit was 283, and this one's 284. And**
11 **these are all certificates of insurance issued**
12 **to Principal Construction on behalf of Midwest**
13 **Dock Solutions for -- again, for 2020 and 2021,**
14 **correct? The last one.**

15 A. Yep. Yes.

16
17 (WHEREUPON, the document marked
18 Plaintiff's Exhibit 285 for
19 identification was tendered to
20 the deponent.)
21

22 BY MR. McJESSY:

23 **Q. And then the last one. These are**
24 **certificates of insurance issued to**

Morgan/Harbour on behalf of Midwest Dock Solutions, again, for 2020 and 2021. This is Exhibit 285. I'll flip through those.

Do you agree with that?

A. Yes.

Q. Okay.

So fair to say that for the period of 2020 through sometime in 2021, Assured Partners issued seven -- eight hundred certificates of insurance for Midwest Dock Solutions to different general contractors?

A. Yes. However, I believe that some of those that were grouped separately were included in the larger bunch. I saw some duplicates in there.

Q. Okay.

In this group here you think they were included? This is the 688 group of exhibits. You think some of those general contractors were also included in this 688 pages?

A. I believe I saw some ARCO Murray and Clayco in there, in that mix, yes.

Q. Okay.

BY MR. McJESSY:

Q. All right.

And page 488 of Exhibit 286 also references ARCO Murray in the description of operations, but that's actually a certificate of insurance for a Sante Fe Industrial Investors, correct?

A. Correct.

Q. Okay.

And -- oh, and I guess the next one is also for Sante Fe Industrial, and its -- but it's not a -- it's not a certificate for ARCO Murray, correct?

A. Correct.

Q. Though it references ARCO Murray in the description of operations, correct?

A. Yes.

Q. Oh, this is interesting. This is page 620 of Exhibit 286, and it actually says the assured -- the insured is ARCO Murray National Tenant Solutions, correct?

A. That's what it looks like. It's a little small for me to read it all.

Q. Let me make it bigger. I hadn't

Just doing a search for the word "Clayco" to see if it comes up. Perhaps, I missed one. I don't see Clayco.

MR. HUGHES: Kevin, can you search for a known word? Okay, yeah. So I see --

MR. McJESSY: I'm just looking for -- there is a certificate of insurance to WMI Chicago, LLC, that's page 191 that references ARCO Murray in the description of operations. I see that.

THE WITNESS: Could you please go to --

BY MR. McJESSY:

Q. That's not a certificate of insurance for ARCO Murray, correct?

A. Correct.

Q. Okay.

(WHEREUPON, the document marked Plaintiff's Exhibit 286 for identification was tendered to the deponent.)

noticed this one.

This actually isn't a certificate of insurance for -- for Midwest Dock Solutions, correct?

A. That's what it appears, correct.

Q. Okay.

Can -- can you see it now?

A. Yes.

Q. Okay.

And also --

A. However, the producer -- I will point out the producer is not Assured Partners of Illinois either.

Q. So do you know how this got produced, this page?

A. I don't know off the top of my head. It could have been in our system because it was sent to us, and that's how it was produced. But I could not tell you.

Q. Okay. It looks like that's all.

All right. All right. Well, you would agree with me, at the very least, that there are hundreds of certificates of insurance produced for Midwest Dock

1 **Solutions -- if not 800, certainly getting**
 2 **close to that number -- during 2020 and part of**
 3 **2021, correct?**

4 A. Yes.

5 **Q. Okay.**

6 **Does Assured Partners have a**
 7 **way to print out like a list of the**
 8 **certificates of insurance that were issued on**
 9 **behalf of one its clients?**

10 A. Yes.

11 **Q. You could print that out as a list?**

12 A. Yes.

13 **Q. Okay.**

14 **So could you print out like a**
 15 **list of all of the certificates of insurance**
 16 **that were issued on behalf of Dock & Door and**
 17 **all of the certificates of insurance that were**
 18 **printed out on behalf of Midwest Dock**
 19 **Solutions? Not the certificates themselves,**
 20 **but a list of those?**

21 A. Yes.

22 MS. TOWNSEND: I'm just going to
 23 object as Assured Partners has already complied
 24 with the subpoena and provided all of the

1 documents in response to the subpoena.

2 MR. McJESSY: Well, that was a --
 3 those were documents I had asked about and was
 4 told they couldn't -- they couldn't be
 5 produced.

6 MS. TOWNSEND: Carissa Townsend.
 7 Again, on behalf of Assured Partners.

8 The subpoena respondent is
 9 not required to create documents to respond to
 10 the subpoena and has produced documents already
 11 in its possession.

12 MR. HUGHES: And this is Mike Hughes
 13 on behalf of Midwest Dock. The subpoena, the
 14 30(b)(6) topics and even the rider, doesn't
 15 include even a request to create lists, which
 16 would be improper, anyways.

17 MS. CAHILL: And Kathleen Cahill on
 18 behalf of Dock & Door joining in on the
 19 objections.

20 BY MR. McJESSY:

21 **Q. All right.**

22 **Can you tell me what services**
 23 **Assured Partners performed for Dock & Door?**

24 A. Insurance services.

1 **Q. All right.**

2 **Well, let's try to unpack**
 3 **that a little bit.**

4 **What are insurance services?**

5 A. General liability, workers' comp, auto
 6 liability, and umbrella liability.

7 **Q. All right.**

8 **So it obtained those**
 9 **coverages for Dock & Door?**

10 A. Yes.

11 **Q. And do you know who the insurance**
 12 **carriers were for each of those lines of**
 13 **insurance?**

14 A. No. I do not know that answer. They
 15 could be different every year.

16 **Q. Okay.**

17 **And as you sit here today, do**
 18 **you know any of the years and any of the lines**
 19 **of coverage?**

20 A. I don't know off the top of my head,
 21 no.

22 **Q. Okay.**

23 **How about -- so it provided**
 24 **these lines of coverage to Dock & Door.**

1 **Did it perform any other**
 2 **services for Dock & Door?**

3 A. Not outside of the insurance or surety
 4 services, no.

5 **Q. Okay.**

6 **Well, I guess, I'm not sure**
 7 **what that means.**

8 **Outside of the insurance --**
 9 **it procured these lines of insurance for**
 10 **Dock & Door, correct?**

11 A. Yes.

12 **Q. Did it do anything else?**

13 **It provided certificates of**
 14 **insurance. At least, we saw 26 of them,**
 15 **correct?**

16 A. Right.

17 **Q. Okay.**

18 A. Yes.

19 **Q. So it did that, correct?**

20 A. Yes. We provided certificates of
 21 insurance.

22 **Q. All right.**

23 **And did it do anything else**
 24 **other than procure those lines of insurance and**

1 **provide those 26 certificates of insurance?**

2 A. We did provide the services that go
3 along with any insurance policy in regards to
4 claims handling, billing.

5 **Q. Well, you -- you handled the billing,
6 then, for their insurance policies, correct?**

7 A. We -- the carriers provide the billing
8 directly.

9 **Q. Okay.**

10 A. We assist the carriers.

11 **Q. All right.**

12 **And you said claims handling.**

13 **Did -- were there any claims
14 by Dock & Door that you recall?**

15 A. I don't have that information off the
16 top of my head.

17 **Q. Okay.**

18 **There could have been. You
19 just don't know that?**

20 A. Correct.

21 **Q. Okay.**

22 **And what insurance services
23 did Assured Partners provide for Midwest Dock
24 Solutions?**

1 **Q. Anybody else?**

2 A. No.

3 **Q. And who was Assured Partners' contact
4 for Midwest Dock?**

5 A. Tony Brutti as well.

6 **Q. Tony Brutti as well?**

7 A. Yes.

8

9 (WHEREUPON, the document marked
10 Plaintiff's Exhibit 287 for
11 identification was tendered to
12 the deponent.)
13

14 BY MR. McJESSY:

15 **Q. All right.**

16 **And I'm showing you what's
17 been marked as Exhibit 287. I'm trying to make
18 it a little larger for you. And it has some
19 highlighting on it that I've added.**

20 **Can you see that?**

21 A. Yes.

22 **Q. Okay.**

23 **And that's an email that
24 was -- that you -- you meaning Assured**

1 A. The general liability, auto liability,
2 workers compensation, and I believe the
3 umbrella liability as well.

4 **Q. Okay.**

5 **And then you would have also
6 provided any claims handling or billing
7 assistance also, correct?**

8 A. Correct, in addition to surety
9 services.

10 **Q. Okay.**

11 **So --**

12 A. When I say -- I'm sorry. Go ahead.

13 **Q. Go ahead. Go ahead.**

14 A. In my terms, surety services rolls
15 into insurance services.

16 **Q. Okay.**

17 **So all of the same work that
18 it provided to Dock & Door was also provided to
19 Midwest Dock Solutions, correct?**

20 A. Yes.

21 **Q. Do you know who Assured Partners
22 contact was for Dock & Door?**

23 A. Tony Brutti, I believe, is how you say
24 his last name.

1 **Partners -- produced to us, correct?**

2 A. Yes.

3 **Q. All right.**

4 **And this is an email from
5 Tony Brutti dated October 22, 2020, to
6 Margaret -- and how do you pronounce her last
7 name?**

8 A. Stredde.

9 **Q. Stredde. Okay. Margaret Stredde.**

10 **And Tony Brutti is writing on
11 behalf of Midwest Dock Solutions, correct?**

12 A. Yes.

13 **Q. And he's asking for a COI for this
14 Principal job.**

15 **Do you see that?**

16 A. Yes.

17 **Q. And then there's an attachment
18 attached to this email that says Midwest Dock
19 sub-agreement PDF.**

20 **Do you see that?**

21 A. Yes.

22 **Q. Now, when this email was produced to
23 us, that attachment wasn't part of the email,
24 like you couldn't click on it and open it, and**

1 it wasn't produced as an attachment. If this
2 is an email that's still in your system, would
3 you have the attachment for this email?

4 A. If, indeed, Tony did provide an
5 attachment to this one, yes, we would still
6 have this.

7 Q. Okay.

8 And I'll just ask your
9 counsel, after the deposition's over, if she
10 could produce that attachment to us just so we
11 can see -- so we can have that attachment.

12 But this is -- this is an
13 example of Tony Brutti reaching out on behalf
14 of Midwest Dock Solutions; is that correct?

15 A. Yes.

16 MR. HUGHES: Objection to
17 foundation.

18
19 (WHEREUPON, the document marked
20 Plaintiff's Exhibit 288 for
21 identification was tendered to
22 the deponent.)
23
24

1 A. Yes.

2 Q. Okay.

3 So I'll just ask if you can
4 produce that attachment to us as well.

5 And do you see what Margaret
6 Stredde writes there?

7 A. Yes.

8 MR. HUGHES: Object to -- objection
9 to foundation of this exhibit.

10 BY MR. McJESSY:

11 Q. Okay.

12 And this is an email that --
13 that Assured Partners produced in response to
14 the subpoena, correct?

15 A. Yes.

16 Q. Okay.

17 And it says -- it's an email
18 that's in Assured Partners files?

19 A. Yes.

20 Q. Okay.

21 Electronic, such as they are.

22 Can you read what -- what she
23 writes back?

24 A. Can you make it a little bit larger?

1 BY MR. McJESSY:

2 Q. All right.

3 Now, I'm showing you what's
4 been marked as Exhibit 288, and this is an
5 email from Margaret Stredde to Tony Brutti.

6 Do you see that?

7 A. Yes.

8 Q. And it looks like she's replying to
9 the one we just looked at. This is -- the one
10 we just looked at was what's on the --
11 essentially, what's on the bottom here.

12 Do you see that?

13 A. Yes.

14 Q. The COI for the Principal job.

15 And then -- and his email was
16 on October 22, 2020, at 3:22, and it looks like
17 she replies on October 22, 2020, at 4:47 p.m.

18 Do you see that?

19 A. Yes.

20 Q. And, again, there's an attachment to
21 this email, but, again, that wasn't attached.
22 So for this one, too, I'll ask that if you have
23 the email, you'd still have the attachment if
24 there was one, right?

1 Q. Oh, sure. I'm sorry.

2 A. Thank you.

3 It says, Tony, here is the
4 COI that Ira ordered on 10/15 of '20.

5 Q. All right.

6 And do you know what Ira is?

7 A. I do not.

8 Q. All right.

9 If I told you the name Ira
10 Sugar, does that sound familiar to you at all?

11 A. It does not.

12 Q. Okay.

13 I'm going to show you two
14 exhibits, Exhibits 290 and 291. And I'm hoping
15 you can explain to me how they fit together,
16 and it's going to be a little hard for me to
17 show them to you at the same time. So I'm
18 first going to show you Exhibit 290, and then
19 I'll show you Exhibit 291. I think if I put
20 them both on the screen at the same time, you
21 wouldn't be able to see them, I'm guessing.
22
23
24

1 (WHEREUPON, the document marked
2 Plaintiff's Exhibit 290 for
3 identification was tendered to
4 the deponent.)

5
6 BY MR. McJESSY:

7 **Q. So here's Exhibit 290, and it's an**
8 **email from Tony Brutti.**

9 **Do you see that?**

10 A. Yes.

11 **Q. All right.**

12 **And you'll note the date is**
13 **it October 23, 2020, at 10:12 a.m.**

14 **Do you see that?**

15 A. Yes.

16 **Q. And it says -- it's an email that's**
17 **signed, yours, comma, Tony Brutti, Midwest Dock**
18 **Solutions.**

19 **Do you see that?**

20 A. Yes.

21 **Q. And it has the email below that, which**
22 **is tonyb@midwestdocksolutions.com.**

23 **Do you see that?**

24 A. Yes.

1 **Do you see that?**

2 A. Yes.

3 **Q. All right.**

4 **And, again -- and I'll**
5 **follow-up with your counsel after the fact.**
6 **But, again, you would have this PDF if it's,**
7 **indeed, an attachment, correct?**

8 A. Yes.

9
10 (WHEREUPON, the document marked
11 Plaintiff's Exhibit 291 for
12 identification was tendered to
13 the deponent.)
14

15 BY MR. McJESSY:

16 **Q. Okay.**

17 **And then -- now, I'm going to**
18 **show you a different exhibit. I'm going to**
19 **show you Exhibit 291. Now, let me to try and**
20 **make it bigger.**

21 **Can you see that?**

22 A. Yes.

23 **Q. All right.**

24 **So this is an email that's**

1 **Q. And, again, this is an email produced**
2 **by Assured Partners, correct?**

3 A. Yes.

4 **Q. Okay.**

5 A. Or, no. I'm sorry. This email was
6 produced by Tony. Oh, we provided it to you.

7 **Q. Yeah. I'm sorry. Maybe I didn't say**
8 **that well.**

9 **Tony sent the email, correct?**

10 A. Yes.

11 **Q. Tony Brutti.**

12 **But -- but it was produced to**
13 **us, our firm, in response to the subpoena by**
14 **Assured Partners, correct?**

15 A. Yes.

16 **Q. Okay.**

17 **It's an email you have in**
18 **your file somewhere, correct?**

19 A. Yes.

20 **Q. All right.**

21 **And this one, too, seems to**
22 **have a certificate of -- I'm sorry, seems to**
23 **have a permit attached. It says, COI needed,**
24 **Hazel Crest permit PDF.**

1 **dated October 23, 2020, at 10:20 a.m., so about**
2 **eight minutes after the last one, and it's from**
3 **Margaret Stredde to Margaret Stredde.**

4 **Do you see that?**

5 A. Yes.

6 **Q. And it says, certificate of insurance**
7 **was issued for Midwest Dock Solutions, and then**
8 **it has an attachment, a certificate PDF.**

9 **Do you see that?**

10 A. Yes.

11 **Q. And it says, insured, Midwest Dock**
12 **Solutions, and it looks like it has their**
13 **address, 27 East 36th Place in Steger.**

14 **Do you see that?**

15 A. Yes.

16 **Q. And then it has holder, Village of**
17 **Hazel Crest.**

18 **Do you see that?**

19 A. Yes.

20 **Q. Okay.**

21 **And then it's got delivery**
22 **methods issued by Margaret Stredde, emailed to**
23 **Tony Brutti, tonyb@midwestdocksolutions.com,**
24 **confirmation email to Midwest Dock Solutions,**

1 Inc., tony -- without the B --
2 @midwestdocksolutions.com.

3 Do you see that?

4 A. Yes.

5 Q. And then it says, contact Midwest Dock
6 Solutions, Inc.

7 What is this exhibit?

8 A. This is a document that is produced by
9 our system automatically. It's an automated
10 document when we issue a certificate through a
11 program.

12 Q. Okay.

13 And does the delivery method
14 down here mean that this was -- that the
15 certificate of insurance that was requested was
16 emailed to Tony Brutti?

17 A. Yes.

18 Q. And when it says confirmation email to
19 Midwest Dock Solutions, Inc.,
20 tony@midwestdocksolutions.com, does that mean
21 that that was like a cc or a separate email?

22 A. That would be a separate email,
23 meaning he most likely got it twice.

24 Q. Okay. All right.

1 Well, one email address
2 you'll note is Tony Brutti at --
3 tonyb@midwestdocksolutions.com. The other one
4 is tony -- without a B --
5 @midwestdocksolutions.com.

6 Do you see that?

7 A. Yes.

8 Q. Okay. All right.

9 Do you know who Tony Zarlengo
10 is?

11 A. No.

12 Q. Okay.

13
14 (WHEREUPON, the document marked
15 Plaintiff's Exhibit 293 for
16 identification was tendered to
17 the deponent.)

18
19 BY MR. McJESSY:

20 Q. All right.

21 Now, I'm showing you what's
22 been marked as Exhibit 293, and the email at
23 the bottom of this is, again, an email from
24 Tony Brutti.

1 Do you see that?

2 A. Yes.

3 Q. To Cathie Demitropoulos?

4 A. Demitropoulos, yes.

5 Q. Demitropoulos,
6 D-e-m-i-t-r-o-p-o-u-l-o-s. And Cathie is
7 C-a-t-h-i-e for the court reporter.

8 And this is another request
9 for a certificate of insurance to be issued,
10 correct.

11 A. A certificate and a bond, yes.

12 Q. Okay.

13 And that's what I was getting
14 at. What's the bond? When he says COI and
15 bond needed, what does that mean to you?

16 A. A bond is a -- this is a surety bond
17 for, most likely, a license and permit bond.

18 Q. Okay.

19 And what's that mean?

20 A. A license and permit bond is a bond
21 that a contractor would apply for for the city
22 or village or town in this case. The town
23 would require them to produce a certificate of
24 insurance and a license and permit bond to do

1 the work.

2 Q. Okay.

3 And if you look at above,
4 there's a -- it says from, and the email
5 address where it says from is i-l-c-h-i hyphen
6 certs dot a-p-i-l, I think.

7 Do you see that?

8 A. Yes.

9 Q. I can make bigger if it's hard to see.

10 Who is this email from?

11 A. We have a certificate department that
12 has a separate inbox. That is who the email is
13 from.

14 Q. Okay.

15 Oh, I see. Down here where
16 Mr. Brutti is sending the email, he sends it to
17 Cathie Demitropoulos and also to that other
18 email address?

19 A. Yes.

20 Q. Okay.

21 So that's the department
22 that's responsible for getting COIs and bonds
23 issued?

24 A. Correct. For the COIs. Cathie

1 handled the bonds at that time.
 2 **Q. Oh, I see. Okay. All right.**
 3 **And it says -- the body of**
 4 **the email says, Midwest Dock Solutions.**
 5 **Do you see that?**
 6 A. Yes.
 7 **Q. And it says, bond, please, COIs**
 8 **attached for you to send along with the bond.**
 9 **What does that mean?**
 10 A. The client needs to provide the COI
 11 and bond to the town at the same time.
 12 **Q. Okay.**
 13 A. So in this case, our certificate team
 14 produced the certificate, sent it along to
 15 Cathie to issue the bond so Cathie could send
 16 both together to our client.
 17 **Q. I got it.**
 18 **And, again, there's**
 19 **attachments here, and you should still have**
 20 **those attachments in your file?**
 21 A. Yes.
 22 **Q. Okay.**
 23 **We've been going over an hour**
 24 **and a half. I'd like to take about a**

1 **five-minute break. I don't have too much more**
 2 **to go, but I'd like to take a five-minute**
 3 **break. All right?**
 4
 5 (After a break from 1:38 p.m.
 6 to 1:47 p.m., the deposition
 7 was resumed as follows:)
 8
 9 (WHEREUPON, the document marked
 10 Plaintiff's Exhibit 296 for
 11 identification was tendered to
 12 the deponent.)
 13
 14 BY MR. McJESSY:
 15 **Q. All right.**
 16 **I'm showing you page two of**
 17 **four. Actually, let me turn to the next page.**
 18 **Three of four. There's an email at the bottom**
 19 **here.**
 20 MR. HUGHES: Kevin, what -- what
 21 exhibit is this?
 22 BY MR. McJESSY:
 23 **Q. It's Exhibit 296. It's an email**
 24 **that's dated Monday April 14, 2025, from Tony**

1 **Brutti.**
 2 **Do you see that?**
 3 A. Yes.
 4 **Q. And here his signature is Tony Brutti,**
 5 **Dock & Door Install, Inc.**
 6 **Do you see that?**
 7 A. Yes.
 8 **Q. All right.**
 9 **And he says, hello, I'm in**
 10 **need of a COI for a Meridian project for**
 11 **Dock & Door Install, Inc. See attachment for**
 12 **requirements.**
 13 **Do you see that?**
 14 A. Yes.
 15 **Q. And this -- this email -- and I don't**
 16 **see the attachment, because it's probably down**
 17 **in the string. But if you have this original**
 18 **email and there was an attachment, you'd still**
 19 **have that, correct?**
 20 A. Yes.
 21 **Q. Okay.**
 22 **And then this email is to**
 23 **the -- it looks like it's to the certs dot apil**
 24 **email address, so that's the department**

1 **responsible for issuing certificates of**
 2 **insurance, correct?**
 3 A. Yes.
 4 **Q. All right.**
 5 **And there's an email response**
 6 **that begins on the prior page that's dated**
 7 **April 17 -- let's see. Oh, here it is. It's**
 8 **dated April 14. I'm sorry. It says, on**
 9 **Monday, April 14 -- if I call it the certs**
 10 **department, does that sound appropriate?**
 11 A. Yes.
 12 **Q. Okay.**
 13 **The certs department wrote,**
 14 **hello, Tony, please find attached certificate**
 15 **of insurance which reflects your current**
 16 **insurance coverage. After review of the**
 17 **requirements, we want to bring the following to**
 18 **your attention. And then it says, missing auto**
 19 **liability primary slash noncontributory**
 20 **additional insured and missing auto liability**
 21 **waiver of subrogation. Please let us know if**
 22 **you would like us to check on availability and**
 23 **obtain a quote for any of the coverages. If**
 24 **not, please discuss with the certificate holder**

1 to have these requirements removed. We will
2 wait to hear from you before making any
3 changes.

4 Can you tell me what that
5 email is conveying from the certs department?

6 A. Yes. So the certs department reviewed
7 the requirements they provided, and it --
8 they're stating that the client does not have
9 these endorsements to their auto liability
10 policy. The primary not contributory
11 additional insured and the waiver subrogation
12 are endorsements added to the policy.

13 Q. Okay.

14 And their policy doesn't have
15 them?

16 A. At that time, that's what they're
17 saying, yes.

18 Q. Okay.

19 And that means Dock & Door's
20 policy does not have these -- these
21 endorsements?

22 A. Correct.

23 Q. Okay.

24 So they're saying they can't

1 communication to be asking?

2 A. This communication? So what is asked
3 is asking me to change certificate holder to
4 Midwest Dock Solutions.

5 Q. Okay.

6 And do you have an
7 understanding why that would be?

8 A. I do not.

9 MS. TOWNSEND: I'm going to object.
10 Calls for speculation.

11 BY MR. McJESSY:

12 Q. And then if you look at this email
13 above, above that one -- it's in the -- in the
14 line, so it's on page one of four. It's from
15 the certs department dated April 17, 2025, and
16 the re line is, re, Certificate of Insurance
17 request for, parentheses, Midwest Dock
18 Solutions, close parentheses, missing
19 information. And it says, hi, Tony, please see
20 the below Certificate of Insurance request and
21 provide the missing information, address of
22 certificate holders, Midwest Dock Solutions.

23 Do you see that?

24 A. Yes.

1 issue the certificate of insurance as the
2 general contractor required?

3 A. Correct.

4 Q. Okay.

5 And then above that, there's
6 an email from Tony Brutti dated April 17 to the
7 certs department. And it says, hi, they would
8 like me to revise the COI. They would like to
9 have -- they would like the certificate holder
10 to be Midwest Dock Solutions since they are
11 under contract with me. I'm actually not under
12 contract with Meridian. Sorry for the
13 confusion.

14 Do you see that?

15 A. Yes.

16 Q. Okay.

17 So do you understand that to
18 be asking for the COI to be issued by
19 Midwest -- on behalf of the Midwest Dock
20 Solutions now?

21 MS. CAHILL: Objection. Foundation.
22 BY MR. McJESSY:

23 Q. Well, strike that.

24 What do you understand this

1 Q. And then it just says, thank you,
2 certificate team, processing team.

3 So what are they asking for
4 here?

5 A. For the address of Midwest Dock
6 Solutions.

7 Q. Okay.

8 Do you have an understanding
9 of what the relationship between Dock & Door
10 and Midwest Dock is?

11 A. From my understanding, Tony Brutti is
12 the contact that we have on file for both
13 companies.

14 Q. Okay.

15 I think I asked you this
16 already. But just out of an abundance of
17 caution, are you aware of any claims that were
18 made on any policy, either by Dock & Door or --
19 strike that.

20 Are you aware of any claims
21 that were made on either Dock & Door's policy
22 or Midwest Dock Solutions' policies?

23 A. If there were claims made, then the
24 documents would have been provided with our

subpoena. They would be in there.

Q. All right.

But I just -- to the extent -- I didn't see anything in there, but I just wanted to know, is Assured Partners aware of any claims that were made against any of either company's policies? Do you have any knowledge --

A. I don't have that off the top of my head.

MR. McJESSY: Okay. All right.

I don't have any other questions. I will just reserve my right to continue the deposition just so that I can get some sort of authentication of the attachments that I've asked for to the email communications, but I suspect we can do that without needing to resume the deposition. I just may need some statement that says these are the attachments to these emails, that kind of thing. But other than that, I don't have any other questions. I may have some follow-up questions if Ms. Cahill or Mr. Hughes have questions. But, otherwise, thank you for your

to answer the questions that were listed in the topic -- in the topic list for the subpoena?

A. What did -- I reviewed the account to brief myself on the most recent correspondence with the client.

Q. Okay.

And when you say "with the client," do you understand that Midwest Dock Solutions and Dock & Door are two separate companies?

A. Yes. They are two separate companies.

Q. Okay.

And do you understand that they are -- they're two separate clients, or they were two separate clients of Assured Partners?

A. Yes. They were two separate clients.

Q. Okay.

Are you familiar -- if you look at the correspondence, did you see -- was there correspondence between an individual named Sherri Webber for Midwest Dock Solutions and Assured Partners?

A. I did not see any that jumped out at

time.

THE WITNESS: Thank you.

MR. HUGHES: I'm going to need about five minutes to go through my notes to see if I -- if I have questions to ask you.

MR. McJESSY: All right.

(After a break from 1:56 p.m. to 2:03 p.m., the deposition was resumed as follows:)

EXAMINATION
BY MR. HUGHES:

Q. Okay. Hi, Ms. O'Connor.

A. Hello.

Q. My name is Mike Hughes. I am the attorney for Midwest Dock Solutions. I'll have a couple questions for you, not many.

What -- as a 30(b)(6) witness to the -- responding to the subpoena and presenting as the witness to testify on behalf of Assured Partners, what did you do to prepare

me, no.

Q. Okay.

How long did you spend going through the correspondence?

A. Not very long. This was however long it took me to export the documents for the subpoena.

Q. Okay.

And since you exported the documents for the subpoena, have you -- did you review them between when you did that and today?

A. No.

Q. Okay.

And do you know when you exported the documents to -- to produce them with the subpoena response?

A. I don't know the exact day. I want to say it was in May of 2025.

Q. Okay.

Approximately five months ago?

A. Yes.

Q. Okay.

1 And is that the same time
2 that you did any review with respect to
3 reviewing the accounts?

4 A. Yes.

5 Q. Okay.

6 And so nothing in the last
7 five months to -- to review the accounts for
8 preparing for today?

9 A. No.

10 Q. Okay.

11 When you -- I believe you
12 testified that Mr. Brutti was who Assured
13 Partners had as the contact for both Midwest
14 Dock Solutions and Dock & Door, correct?

15 A. Yes.

16 Q. And is that something that is based on
17 your review of any type of document in
18 preparation for your deposition today?

19 A. That is based on -- when I locate the
20 accounts, the two separate accounts in my
21 agency management system -- the front screen
22 shows me the primary contact. That is where I
23 got that information.

24 Q. Okay.

1 as a small business account manager -- so this
2 goes back to -- I believe it was 2012 and
3 2013 -- I may have.

4 Q. Do you know if Dock & Door was -- I'm
5 sorry.

6 Do you know if Dock & Door
7 was --

8 MR. McJESSY: Well, I'm going to ask
9 that we let her finish answering the question.

10 MR. HUGHES: I thought she had.

11 THE WITNESS: Sorry.

12 At that --

13 BY MR. HUGHES:

14 Q. If you have something else to add,
15 please do.

16 A. I do.

17 At that time, I handled
18 hundreds of accounts, so I cannot recall them
19 all.

20 Q. Okay.

21 Do you know if Dock & Door
22 was an entity in existence in 2011 or 2012?

23 A. I do not know.

24 Q. Do you know if Midwest Dock was an

1 And you got that back in May?

2 A. Yes.

3 Q. Okay.

4 And is -- is that something
5 that you produced, kind of the front page of
6 the -- you know, that account? What did you
7 call it, the account --

8 A. Yeah. In our management system?

9 Q. Ah-huh.

10 A. No, I did not produce that.

11 Q. Okay.

12 Is that something that you
13 could produce?

14 A. I could take a screenshot of it, yes.

15 Q. Okay.

16 I'm going to ask you to -- if
17 you can produce those for both of the -- for
18 Midwest Dock Solutions and Dock & Door.

19 A. Okay.

20 Q. Okay.

21 Were you the account manager
22 or did you have direct oversight over
23 Dock & Door Install, that account?

24 A. Dock & Door Install? During my time

1 entity in existence at that time frame?

2 A. I do not know.

3 Q. Do you know when Dock & Door became
4 formed as an entity?

5 A. We do not have that information, no.

6 Q. Okay.

7 Do you know when Dock & Door
8 became a client of -- of Assured Partners or
9 its predecessor, Esser Hayes?

10 A. Our system let's me go back to 2013.
11 That's as far as I can access. I don't know
12 exactly when they became a client of ours, no.

13 Q. Okay.

14 Do you know when Midwest Dock
15 Solutions became a client of Assured Partners
16 or its predecessor, Esser Hayes?

17 A. I do not know. My answer would be the
18 same.

19 Q. Do you know if -- do you know what
20 kind of work Midwest Dock Solutions does?

21 A. I do not.

22 Q. Do you know what kind of work
23 Dock & Door Install does?

24 A. I do not.

Q. Do you know if Midwest Dock is a subcontractor or other kind of contracted entity with respect to Dock & Door Install?

A. I do not.

Q. Do you know if -- I'm sorry. Did someone have anything? Sorry.

I believe you testified you're not aware of an individual named Tony Zarlengo?

A. No.

Q. Okay.

Were you ever the direct manager or customer service rep for Midwest Dock Solutions?

A. I do not know. My answer would be the same as it was for Dock & Door. At the time of a small business account manager, I handled hundreds of accounts. If they were a client of ours at that time, I could have been, yes.

Q. Okay.

Are you aware of any time where you were the -- the customer service rep, or whatever position you held at the time -- where you were the direct contact with Midwest

Dock Solutions?

A. I am not aware of it, no.

Q. Okay.

And are you aware of, at any time in your employment at Assured Partners or its predecessor, Esser Hayes, that you were the direct contact person for Dock & Door?

A. No.

Can I add, I'm hesitant to answer these, on behalf of myself or on behalf of the corporation as Assured Partners? That's where my confusion is coming from.

Q. Okay.

And you're the -- you're what's called the 30(b)(6) witness here, so your -- your testimony is on behalf of your employer, Assured Partners?

A. Correct.

Q. Okay.

A. So as --

Q. I'm sorry. Go ahead.

A. But during my time of employment, I have not personally directly overseen the accounts.

Q. Okay.

A. My corporation, Assured Partners, has. Correct.

Q. And have you researched who were the individuals who had direct oversight or connection with Dock & Door Install in -- in relation to preparing for your testimony today?

A. I did not research, no.

Q. Okay.

And did you research, in preparation for your testimony today, who were the account representatives who were the direct contacts with Dock & Door?

A. I did not research, no.

Q. And I'm not sure if I asked about the same company twice, so I'm going to say this. I have the same question with respect to Midwest Dock Solutions.

A. No. I did not research.

Q. Have you had any direct communication with Tony Brutti?

A. No.

MS. TOWNSEND: I'll object. I think that's where the confusion is coming from,

Counsel. If you could rephrase your question -- you know, to be more specific to the company in general as opposed to Ms. O'Connor in her capacity.

MR. HUGHES: Well, I understand that. And my questions go to whether or not in her role for the company she has had any of those communications, so I do think it's appropriate.

MS. TOWNSEND: Same objection, but you can answer.

THE WITNESS: In my current role for the company, I have not had any direct communication with Tony Brutti.

BY MR. HUGHES:

Q. And have you had any direct communication with Tony Brutti in any of your prior roles with the company?

A. As I mentioned when I was in a different position, handling hundreds of accounts, I may have had direct communication, yes.

Q. Okay.

Other than the emails that

1 **have been put in front of you today by Mr.**
 2 **McJessy, do you have any knowledge of who at**
 3 **Assured Partners would have had direct**
 4 **communication with Tony Brutti?**

5 A. I do have knowledge of some people,
 6 yes.

7 **Q. Who -- who are those?**

8 A. You want direct names?

9 **Q. Yes, please.**

10 A. The list -- the list could be long,
 11 and some of the them are no longer employed
 12 here. So I could give you names.

13 **Q. Well, why don't we start with titles**
 14 **of -- of the individuals.**

15 A. Okay.

16 Small business account
 17 managers would be the title for all of them.

18 **Q. Okay.**

19 **And do you know any specific**
 20 **small business account managers who would --**
 21 **who had direct contact with Tony Brutti?**

22 A. Rose Couch, spelled R-o-s-e, last name
 23 C-o-u-c-h.

24 **Q. Okay.**

1 internally for Assured Partners not overseas.

2 **Q. Okay.**

3 **Rose Couch, is she still**
 4 **employed with Assured Partners?**

5 A. Yes.

6 **Q. Did -- and did you have any**
 7 **communication on conversations with her in your**
 8 **preparation for your testimony today?**

9 A. Yes.

10 **Q. Okay.**

11 **When did you have that**
 12 **communication or conversation -- or I would say**
 13 **how many. How many times did you talk to Rose**
 14 **Couch about -- in preparation for your**
 15 **testimony today?**

16 A. Once.

17 **Q. And when was that?**

18 A. That was about three weeks ago. I
 19 could be off with my dates, so three weeks-ish.
 20 I'm trying -- I'm looking at the calendar. I'm
 21 sorry. Yes. Three weeks.

22 **Q. Okay.**

23 **And what was the subject of**
 24 **the -- was anyone else involved in that**

1 **Anyone else?**

2 A. Sarah Hudson, spelled S-a-r-a-h, last
 3 name H-u-d-s-o-n.

4 **Q. Okay.**

5 **Anybody else?**

6 A. I can list our certificate department.
 7 However, they are overseas, and I don't have
 8 their names.

9 **Q. Okay. Okay.**

10 **Other than individuals in the**
 11 **certificate department, Rose Couch, and Sarah**
 12 **Hudson, is there anyone else?**

13 A. Not that I know of. Not other than
 14 Margaret Stredde, who we have seen. I'm sorry.
 15 I'm trying to remember back on who in the
 16 communications we've seen.

17 **Q. I believe there's a Cathie --**

18 A. Cathie Demitropoulos. She's no longer
 19 employed with us. There was a Susan Steeves.
 20 I remember --

21 **Q. How do you spell that last name?**

22 A. Sorry, yes. Susan Steeves,
 23 S-t-e-e-v-e-s. She was part of that
 24 certificate department, but she worked

1 **conversation?**

2 A. Yeah. Sarah Hudson.

3 **Q. Okay.**

4 **And did you have any other --**
 5 **did you have any communications or**
 6 **conversations with either Rose or Sarah Hudson,**
 7 **individually, in preparation for your testimony**
 8 **today?**

9 A. No.

10 **Q. Okay.**

11 **And so just one conversation**
 12 **with the two of them?**

13 A. Yes.

14 **Q. Okay.**

15 **And was that in person?**

16 A. Virtual.

17 **Q. Okay.**

18 **And it was just the three of**
 19 **you?**

20 A. And our attorneys.

21 **Q. Okay. All right.**

22 **So I won't ask you what you**
 23 **discussed during that since your attorney was**
 24 **present.**

1 **Okay. How long did that --**
2 **without saying what the substance was, how long**
3 **did that last?**
4 A. Twenty minutes.
5 **Q. Okay.**
6 **Did you have any**
7 **conversations or communications with anyone in**
8 **the certs department in preparation for your**
9 **testimony today?**
10 A. No.
11 **Q. Did you have any conversations with --**
12 **let me ask you this because I believe I was**
13 **asking about Dock & Door.**
14 **Did you have any**
15 **communications with anyone related to Midwest**
16 **Dock Solutions in preparation for your**
17 **testimony today?**
18 A. The same two people, Rose Couch and
19 Sarah Hudson, with our attorney.
20 **Q. And was that the same conversation we**
21 **talked about before?**
22 A. Yes.
23 **Q. Okay. Okay.**
24 **Did you have any conversation**

1 **or communications with anyone else in**
2 **preparation for your testimony today?**
3 A. No.
4 **Q. Do you know who the owner or owners of**
5 **Dock & Door Install are?**
6 A. We do not. We have the information as
7 the primary contact only.
8 **Q. Do you know who the owners of Midwest**
9 **Dock Solutions are?**
10 A. No, we do not. Just the primary
11 contact.
12 MR. HUGHES: Okay. I think that's
13 all I have.
14 Kathleen, do you have any?
15 MS. CAHILL: I just need one minute,
16 just to let me go through -- no, I don't have
17 any additional questions.
18
19
20 **FURTHER EXAMINATION**
21 **BY MR. McJESSY:**
22
23 **Q. The only question I have, Ms.**
24 **O'Connor, is: Where are you located?**

1 A. Warrenville, Illinois.
2 **Q. Okay.**
3 **So you're local, somewhat**
4 **local.**
5 **Where -- and where do you**
6 **reside?**
7 A. Oswego, Illinois.
8 **Q. The last four digits of your social**
9 **security number?**
10 MS. TOWNSEND: I'm going to object,
11 and we can go off the record if needed for
12 the --
13 MR. McJESSY: Yeah. I just need
14 contact information so that if she -- you know,
15 if she changes employment or something when the
16 trial rolls around and we need to be able to
17 contact her, I need that information from the
18 witness. So if you want to send me like her
19 personal address, her date of birth, and the
20 last four digits of her social separately,
21 that's fine. I have no problem doing that off
22 the record.
23 MS. TOWNSEND: I can do that.
24 MR. McJESSY: Okay.

1 That's fine. That works for
2 me.
3 All right. Then the only
4 thing I think the court reporter needs to know
5 is if you waive signature or reserve signature.
6 I don't know if your counsel wants to waive.
7 MS. TOWNSEND: Yes. So, Veronica,
8 you have an opportunity to review the
9 transcript. You can't change -- well, you can
10 change, but it's a long process -- substantive
11 responses to your answers, but you can
12 certainly change things such as typos or like
13 misspellings of names.
14 Would you like an opportunity
15 to review the transcript?
16 THE WITNESS: No thank you.
17 MS. TOWNSEND: We'll waive
18 signature.
19 MR. McJESSY: All right. And I'll
20 order it, Diane.
21 Ms. O'Connor, subject to the
22 reservation that I put on the record, the right
23 to recall just to authenticate the attachments
24 to those emails, I don't think we'll need to do

that, but I'll follow-up with your -- your counsel, and I think we can make those arrangements. Other than that, thank you for your time.

THE WITNESS: Yep. You're welcome. Thank you.

FURTHER DEPONENT SAITH NOT.

of such attorney or counsel for any of the parties hereto, nor interested directly or indirectly in the outcome of this action.

IN WITNESS WHEREOF, I do hereunto set my hand and affix my seal of office at Chicago, Illinois, this 21st day of October, 2025.



Notary Public, Cook County, Illinois.

C.S.R. Certificate No. 084-002029.

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, do hereby certify:

That previous to the commencement of the examination of the witness, the witness was duly sworn to testify the whole truth concerning the matters herein;

That the foregoing deposition transcript was reported stenographically by me, was thereafter reduced to typewriting under my personal direction and constitutes a true record of the testimony given and the proceedings had;

That the said deposition was taken before me at the time and place specified;

That the said deposition was adjourned as stated herein;

That I am not a relative or employee or attorney or counsel, nor a relative or employee

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 114

From: Tony Brutti
Sent on: Thursday, October 22, 2020 4:31:31 PM
To: Margaret R. Stredde
Subject: COI Needed
Attachments: Midwest Dock Sub Agreement.pdf (319.91 KB)

Hi Margaret, I am in need of a COI for this Principle Job. See attached for details.

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 115

From: Margaret R. Stredde
Sent on: Thursday, October 22, 2020 4:47:39 PM
To: Tony Brutti
Subject: RE: COI Needed
Attachments: Midwest Dock Principle Const #2020-05.pdf (435.02 KB)

Tony, here is the COI that Ira ordered on 10/15/20.

Margaret Stredde - Commercial Lines Senior Service Associate

1811 High Grove Lane, Ste 139 | Naperville, IL 60540

T: 630.544-3752

Join us on [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Website](#)



www.esserhayes.com | www.assuredpartners.com

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Thursday, October 22, 2020 3:32 PM
To: Margaret R. Stredde <mrs@esserhayes.com>
Subject: COI Needed

Hi Margaret, I am in need of a COI for this Principle Job. See attached for details.

--
Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 116

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 E-MAIL ADDRESS: COI@esserhayes.com FAX (A/C, No): 630-355-7996
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1707263560**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.
 Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's.
 Endorsement forms attached.

CERTIFICATE HOLDER**CANCELLATION**

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or
Contractors - Automatic Status For Other
Parties When Required In Written Contract
Or Agreement With You**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. Arising out of your ongoing operations or arising out of "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes arising out of your ongoing operations or arising out of "your work";

then the phrase caused, in whole or in part, by in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase arising out of.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
- 4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
 - a. The building or disassembly of scaffolding by or for you; or
 - b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when G. below applies, the following is added to Section IV - Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to Section IV - Commercial General Liability Conditions, 5. Other Insurance, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 117

From: Tony Brutti
Sent on: Friday, October 23, 2020 10:12:49 AM
To: Margaret R. Stredde
Subject: COI needed
Attachments: Hazel Crest permit.pdf (321.71 KB)

Hi Margaret, I am in need of a COI for the village of Hazel Crest. See attached for criteria.

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 118

Village of Hazel Crest

Department of Building & Inspectional Services

APPLICATION FOR CONTRACTORS REGISTRATION CERTIFICATE

Company Name: Midwest Dock Solutions

Address: 27 E. 36th Pl.

City: Steger State: IL Zip Code: 60475

Business Phone: 708-367-0801 Emergency Phone: 708-921-8950

Type of Contractor : Subcontractor

Engaged in the practice of: Installation of overhead garage doors.

Officers or Partners with Title:

Tony Zarlengo - President

NOTE: A CURRENT CERTIFICATE OF PUBLIC LIABILITY INSURANCE SHALL BE PRESENTED WITH THIS APPLICATION. PLUMBING, ELECTRICAL, ROOFING AND ALARM INSTALLATION CONTRACTORS SHALL PROVIDE A COPY OF THEIR STATE LICENSE PRIOR TO ANY WORK BEING PERFORMED IN THE VILLAGE OF HAZEL CREST.

- A. WORKMAN'S COMPENSATION & EMPLOYEE LIABILITY not less than \$100,000 per person.
- B. COMPREHENSIVE PUBLIC LIABILITY not less than \$250,000 for injuries, including accidental death to any one person and subject to the same limits for each person in an amount not less than \$500,000 an account of any one accident.
- C. PROPERTY DAMAGE not less than \$100,000 for damage to property in any one accident with an aggregate limit of not less than \$300,000.

Certificate of all policies showing the "Village of Hazel Crest" as Certificate Holder shall be furnished to the Village. The fee for Contractors Registration is \$125.00 annually, expiring each April 30th.

THE UNDERSIGNED SOLEMNLY SWEARS (SINCERELY AFFIRMS) THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE: _____ DATE: _____

DATE ISSUED: _____ Receipt #: _____ Issued By: _____

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 119

From: Margaret Stredde
Sent on: Friday, October 23, 2020 10:20:08 AM
To: Margaret R. Stredde
Subject: Certificate of Insurance was Issued for Midwest Dock Solutions, Inc.
Attachments: Certificate.pdf (90.25 KB)

Cert Desc..... 20/21 MASTER
Cert Date..... 10/23/2020
Insured..... Midwest Dock Solutions
Insured Addr1..... 27 East 36th Place
Insured Addr2.....
Insured City..... Steger
Insured State..... IL
Insured Zip..... 60475

Desc of OPs.....

Holder..... Village of Hazel Crest
Address 1..... 3601 W 183rd St
Address 2.....
Address 3.....
Address 4.....
City..... Hazel Crest
State/Province.....IL
Zip/Postal Code....60429

AUTO
Policy..... ENP 0314304 3/13/2020 - 3/13/2021

EXC
Policy..... ENP 0314304 3/13/2020 - 3/13/2021

GL
Policy..... ENP 0314304 3/13/2020 - 3/13/2021

OTHER
Policy..... ENP 0314304 3/13/2020 - 3/13/2021

WC
Policy..... EWC 0314305 3/13/2020 - 3/13/2021

Delivery Method(s)
Issued By: Margaret Stredde
Viewed On Screen View (View)
Emailed To Tony Brutti (tonyb@midwestdocksolutions.com)
Confirmation Emailed To Midwest Dock Solutions, Inc. (tony@midwestdocksolutions.com)

INSURED NAME
ID: MIDWDOC-01
Contact: Midwest Dock Solutions, Inc.
Contact Phone: 708-367-0801



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 120

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100		CONTACT NAME: Certificate Team PHONE (A/C. No. Ext): 630-355-2077 E-MAIL ADDRESS: COI@esserhayes.com		FAX (A/C. No): 630-355-7996	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Cincinnati Insurance Company		10677	
		INSURER B: The Cincinnati Indemnity Company		23280	
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 68912408**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A			ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A		EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Village of Hazel Crest
 3601 W 183rd St
 Hazel Crest IL 60429

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 121

From: ILCHI-Certs.apil
Sent on: Monday, January 11, 2021 12:01:31 PM
To: Debbie Burton
CC: Cathie M. Demitropoulos
Subject: FW: COI and Bond needed
Attachments: Contractors_Application.pdf (23.67 KB), Certificate.pdf (90.8 KB)

Midwest Dock Solutions

Bond please... COI is attached for you to send along with the bond.

Have a great day!



Susan Steeves

Certificate Team Lead

AssuredPartners, Inc.

1811 High Grove Lane, Suite 139

Naperville, IL 60540

☎ 630.544.3448 ☎ 630.355.7996

susan.steeves@assuredpartners.com

From: Tony Brutti <tonyb@midwestdocksolutions.com>
Sent: Monday, January 11, 2021 9:54 AM
To: Cathie M. Demitropoulos <cdemitropoulos@esserhayes.com>; ILCHI-Certs.apil <certs.apil@assuredpartners.com>
Subject: COI and Bond needed

I am in need of a COI and bond for the town of Merrillville, IN. See attached for details.

--

Yours,

Tony Brutti
Midwest Dock Solutions
Phone: 815-922-5258
Email: tonyb@midwestdocksolutions.com



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 122

6:12



TZ



Tony >

That will give you each a distribution of \$53,000. I just rounded mikes up to \$53k.

May 11, 2023 at 1:51 PM

Will u or kellen b doin my personal taxes? Just curious

Kellen. I don't do tax work

He just emailed me

Jun 13, 2023 at 3:33 PM

Hey tony - long time no talk. I hope you're well. I'm reviewing Dock and Door for May. I saw that tony took a \$5000 distribution. Were you aware of this? Do you want me to notify you in the future?

Yes we told him too. No issue. Thanks
We r working on this mile thing also for sales guys

Ok great. Thanks, tony. Let me know if you need anything.

Jul 17, 2023 at 2:03 PM

Hey Tony - we need you to cut another check to yourself to even up the distributions. Mike took another \$60K at the end of June



iMessage



PLAINTIFF'S
EXHIBIT

107

tabbles

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 123

7:46



Tony Brutti >

Thu, Jul 10 at 5:58 PM

Damn. No way I can do seals in Elwood?

You'd be the 3rd guy. Can you accomplish much by yourself?

I'm talking to Collin rn he said there's 12 sets of sides to throw up then I could prep

How long would that take?

I'd be able to stay busy all day

Ok sounds good. Go ahead and go to Elwood.

Thanks

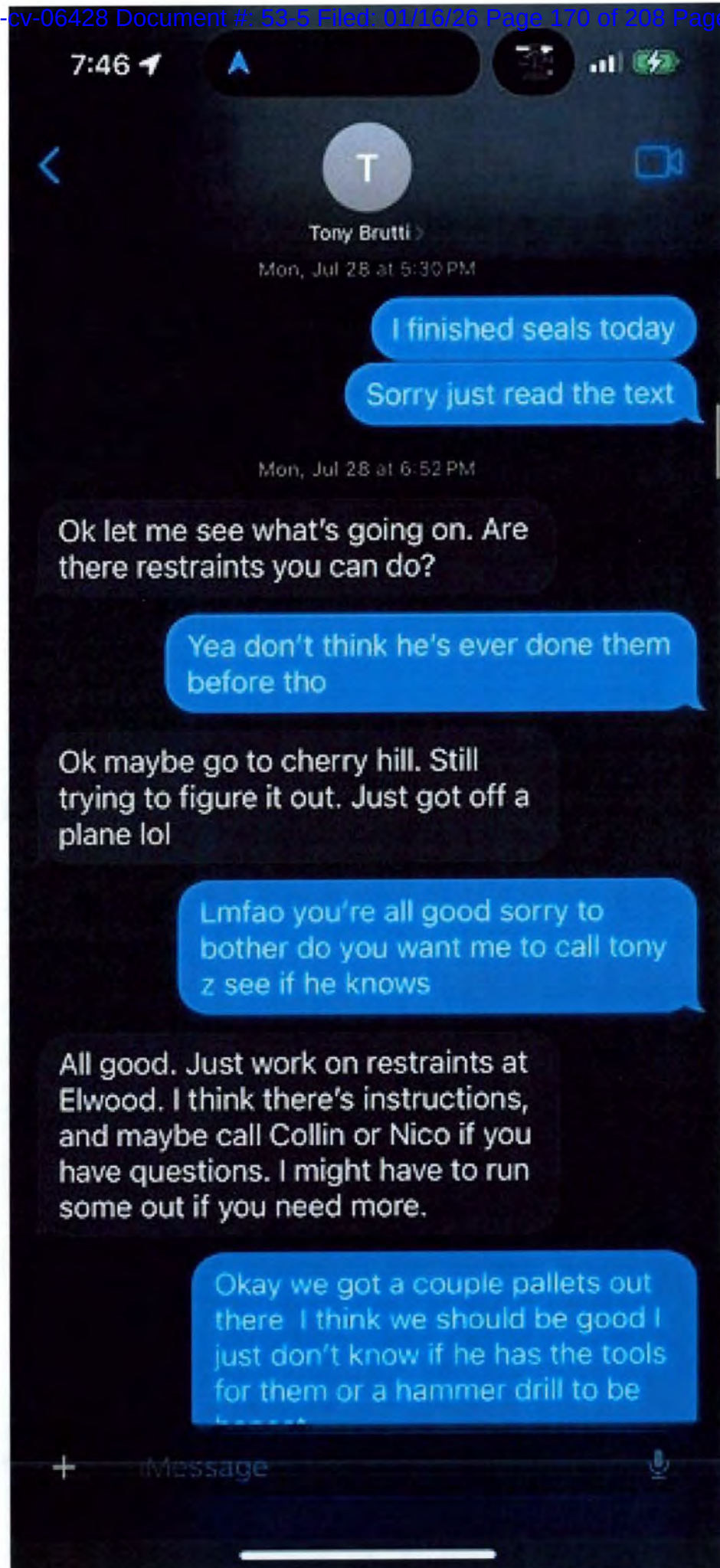
Tue, Jul 15 at 2:54 PM

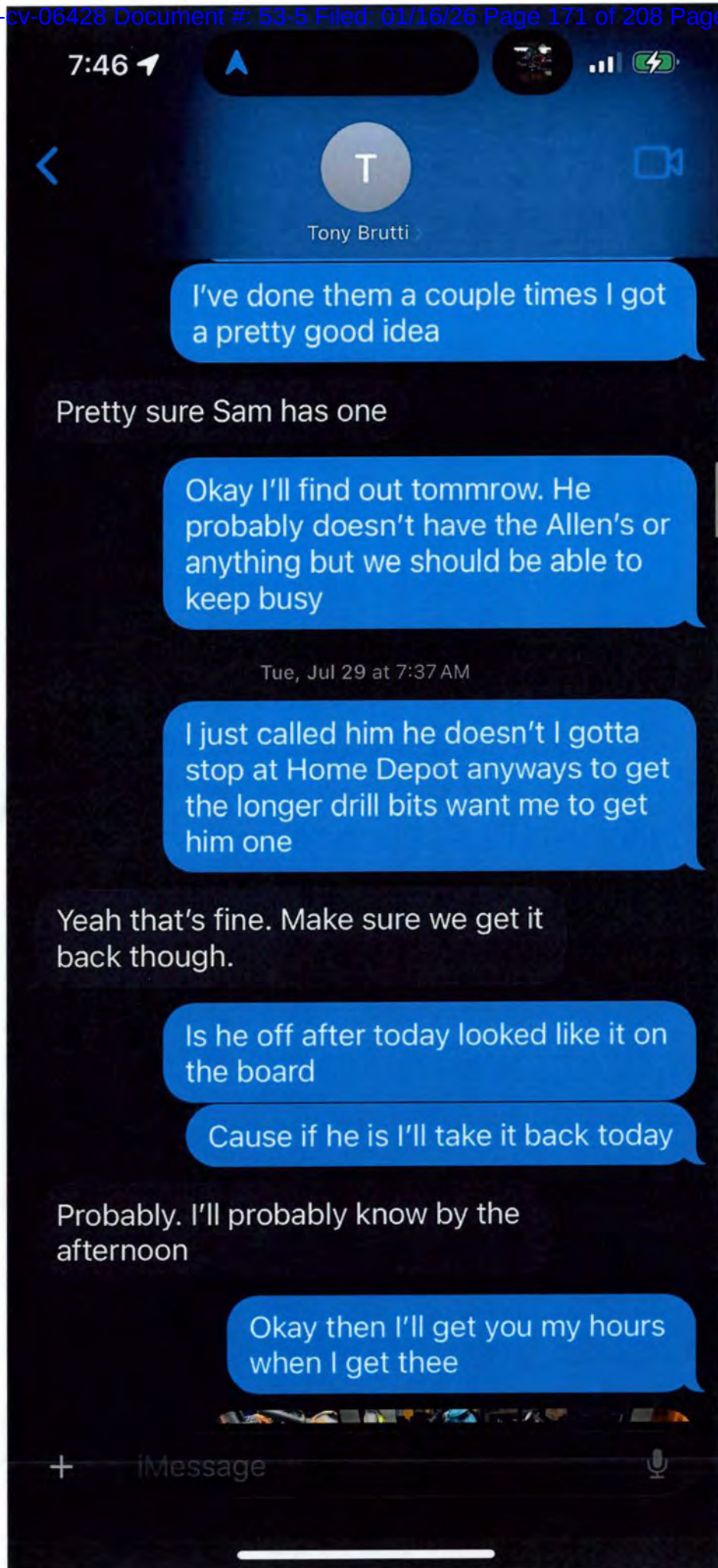
uly 3 Dutch farms 8 hours dock doors
uly 4 holiday
uly 7 Dutch farms 8 hours dock doors
uly 8 addison dock install 8 hours
uly 9 university park track guards job
omplete 8 hours



iMessage







7:46



Tony Brutti

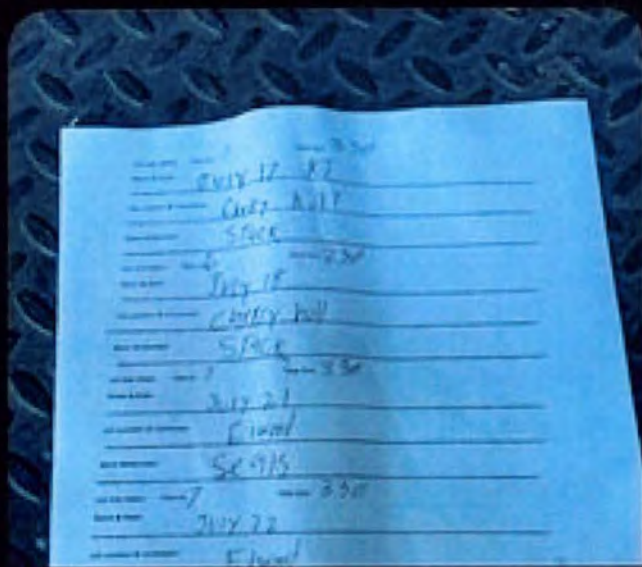


They're out of the Bosh should I just grab the Milwaukee

Yeah

Okay

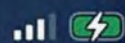
Tue, Jul 29 at 10:05 AM



Message



7:46



Tony Brutti >



If they ask I put the j boxes in the south corner for the electricians I didn't want them to get wet

Ok good

We spread out what we got except the strong arms I talked to the painter hee said they're gonna knock out this whole side today so it'll be ready tommrow

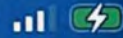
Ok that'll work



iMessage



7:46



Tony Brutti >



Head back then?

I had Sam clean up yesterday not too much to do out here

Besides locks

Yeah

Tue, Aug 5 at 7:38 AM

I'm gonna send my hours in a second I just gotta put them on a sheet. Is Collin coming?

Yeah I think he loaded some stuff at the shop.
Thanks!

Date	Job Location & Contractor	Work Performed	Time In	Time Out
July 24	Elwood	Scars		
July 25	Elwood	Scars		
July 28	Elwood	Scars		
July 29	over hill/corner of powers	Elwood		



iMessage



7:46



Tony Brutti >

Tue, Aug 5 at 10:41 AM

I think the 29 was actually a half day

I think I only need like 90 hours I called the school to check a couple weeks ago I think it was like august 10th they said till I go journeyman

Yeah I'm trying to figure out which day it rained.
I'll add up the hours again this week. You're probably right on the date.

Either 29 or 30th

I got like 5660 or something like that but yea if you could double check no rush or anything

Wed, Aug 6 at 10:37 AM

You are good on hours. Next check will be journeyman

HA
HA



iMessage



7:47

T

Tony Brutti >

31 dock locks 8 hours Elwood
 1 dock locks 8 hours Elwood
 4 dock locks 8 hours Elwood
 5 dock locks 8 hours Elwood
 6 dock locks 8 hours Elwood

Don't have any time sheets with me
 sorry

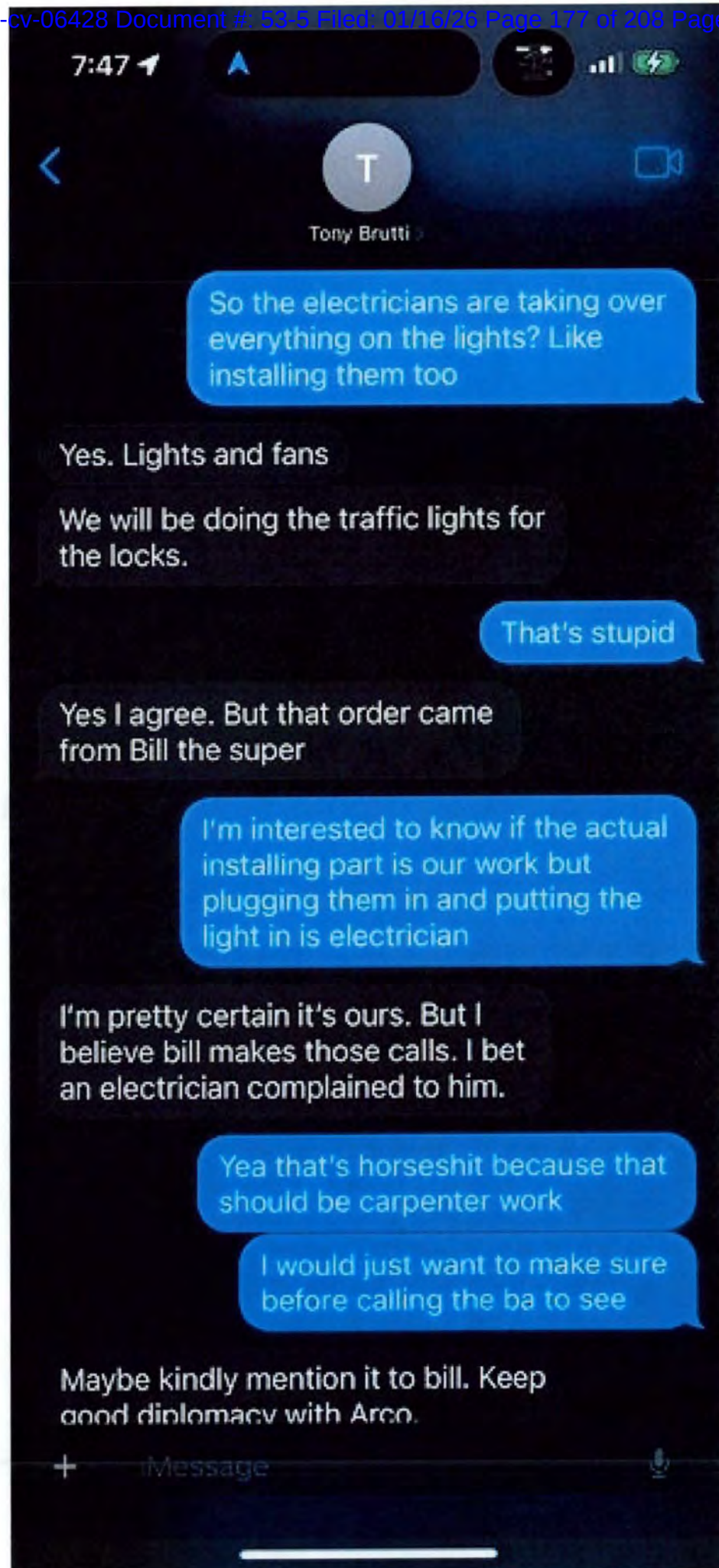
Job Info Sheet	Time In 7	Time Out 3:30	40
Name & Date	Collins 7/31		
Job Location & Contractor	Elwood		
Work Performed	Locks (trailer)		
Job Info Sheet	Time In 7	Time Out 3:30	
Name & Date	Collins 8/1		
Job Location & Contractor	Elwood		
Work Performed	Locks (trailer)		
Job Info Sheet	Time In 7	Time Out 3:30	
Name & Date	Collins 8/4		
Job Location & Contractor	JDL Kershon		
Work Performed	Roll door		
Job Info Sheet	Time In 7	Time Out 3:30	
Name & Date	Collins 8/5		
Job Location & Contractor	Elwood		
Work Performed	Locks		
Job Info Sheet	Time In 7	Time Out 3:30	
Name & Date	Collins 8/6		
Job Location & Contractor	Elwood		
Work Performed	Locks		

Collins time sheet

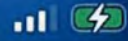


iMessage





7:47



Tony Brutti >

Yea I will obviously I'm not mad at bill the electricians have tried to pull this on another arco job

They called there ba out on us it was me and don and bill told them to gtfo

It was the same guy

It was Connolly that time too

Tue, Aug 19 at 10:47 AM

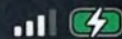
Job Info Sheet	Time In: 7	Time Out: 3:30
Name & Date	RJ Aug 7	
Job Location & Contractor	Kenosha	
Work Performed	Guard Tg. 1	
Job Info Sheet	Time In: 7	Time Out: 7:30
Name & Date	RJ Aug 8	
Job Location & Contractor	Kenosha	
Work Performed	Guard Tg. 1	
Job Info Sheet	Time In: 7	Time Out: 3:30
Name & Date	Aug 11	
Job Location & Contractor	Elwood	
Work Performed	Dock Lights	
Job Info Sheet	Time In: 7	Time Out: 3:30
Name & Date	Aug 12	
Job Location & Contractor	Elwood	
Work Performed	Dock Lights	
Job Info Sheet	Time In: 7:4	Time Out: 3:30
Name & Date	Aug 13	
Job Location & Contractor	Elwood	
Work Performed	Pool Push	



iMessage



7:47



Tony Brutti >



Job Info Sheet Time In: > Time Out: 330
 Name & Date: Aug 14 RJ
 Job Location & Contractor: Elwood
 Work Performed: Dock lights

Job Info Sheet Time In: > Time Out: 330
 Name & Date: Aug 15
 Job Location & Contractor: Elwood
 Work Performed: Door Brush

Job Info Sheet Time In: 7 Time Out: 330
 Name & Date: Aug 18
 Job Location & Contractor: Elwood
 Work Performed: Offload/locks

Job Info Sheet Time In: 7 Time Out: 330
 Name & Date: Aug 19
 Job Location & Contractor: Elwood
 Work Performed: Dock locks

Job Info Sheet Time In: 7 Time Out: 330
 Name & Date: Aug 20
 Job Location & Contractor: Elwood
 Work Performed: Dock locks

Tue, Sep 2 at 11:17 AM

Do we have size large shirts

T shirts

Yeah

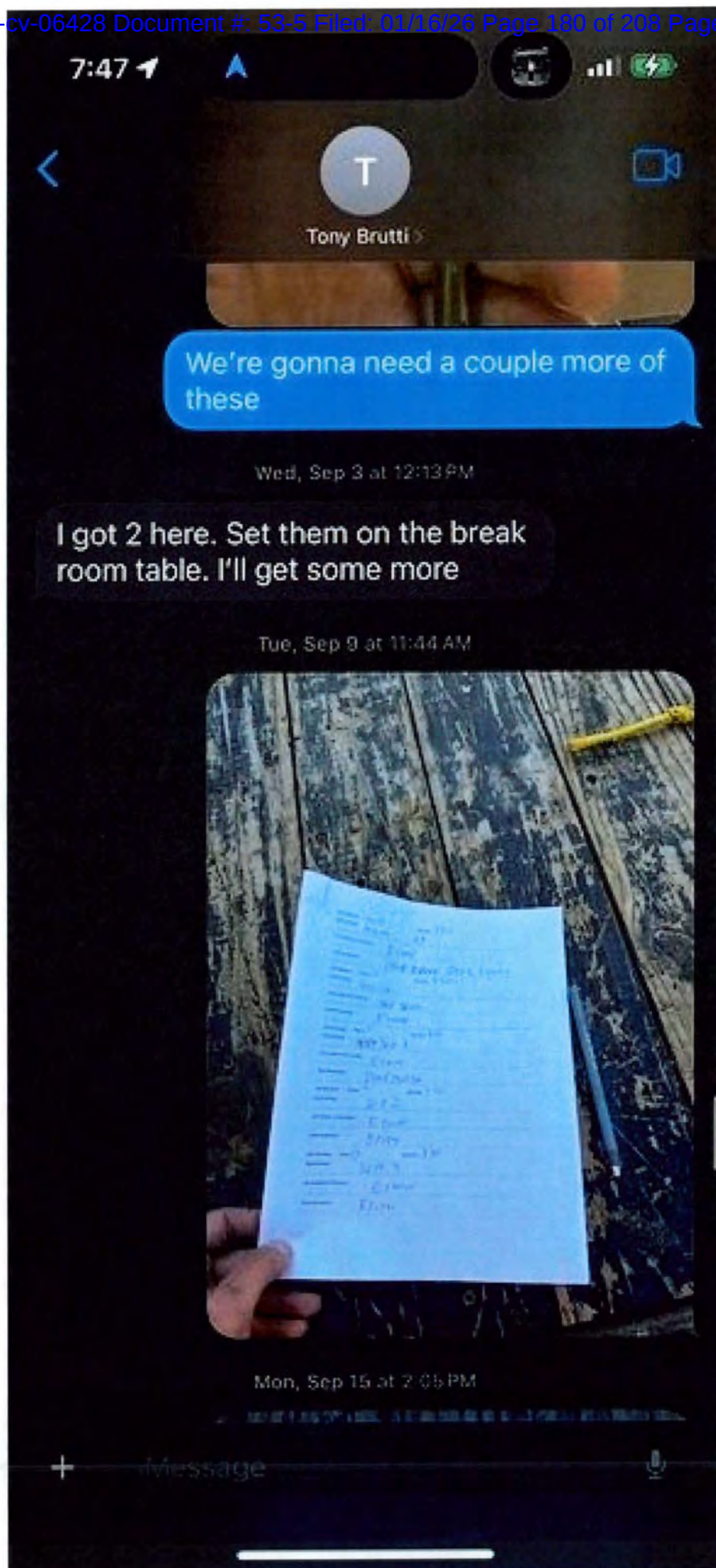
Cool I need to get rid of some of my old ones they're destroyed lol

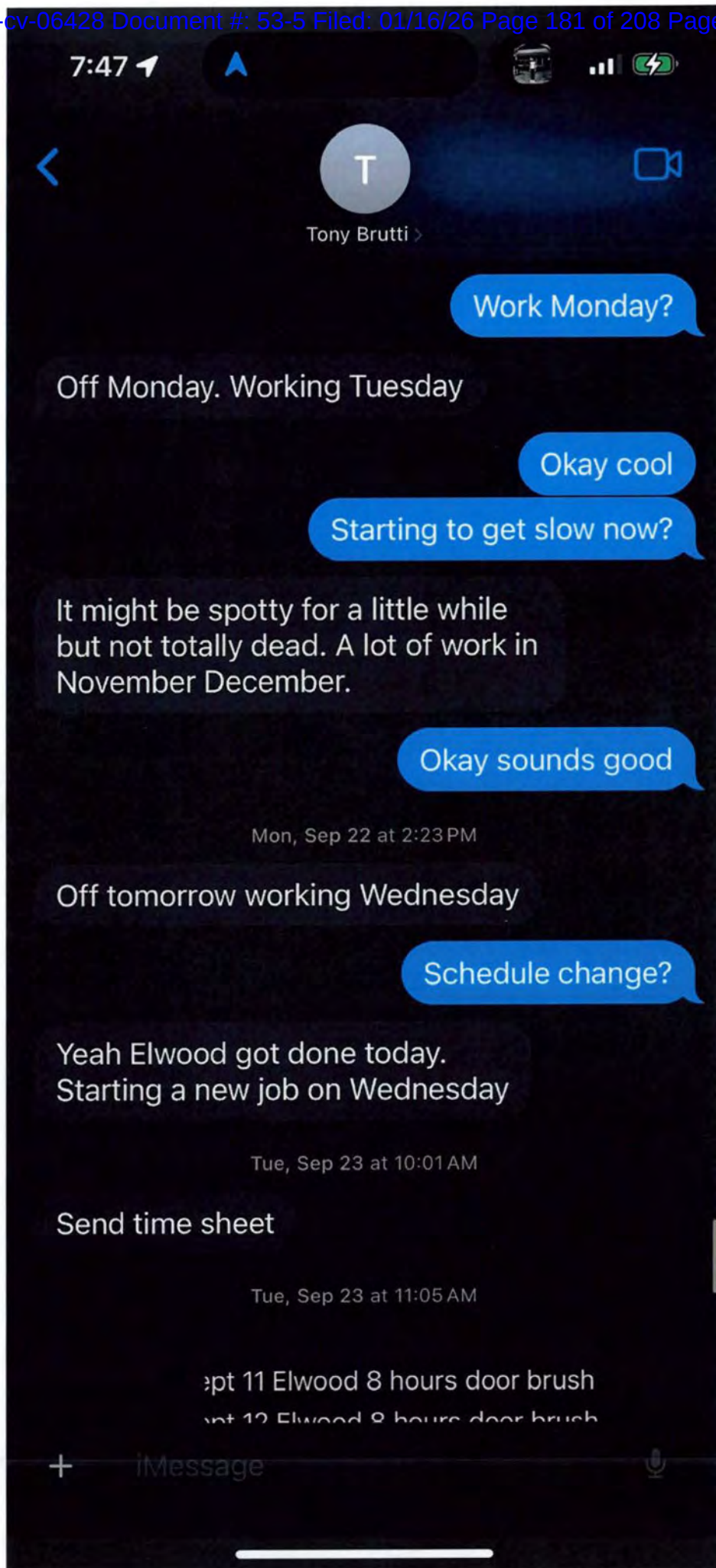
Yeah no problem. I'll set a couple on the break room table.

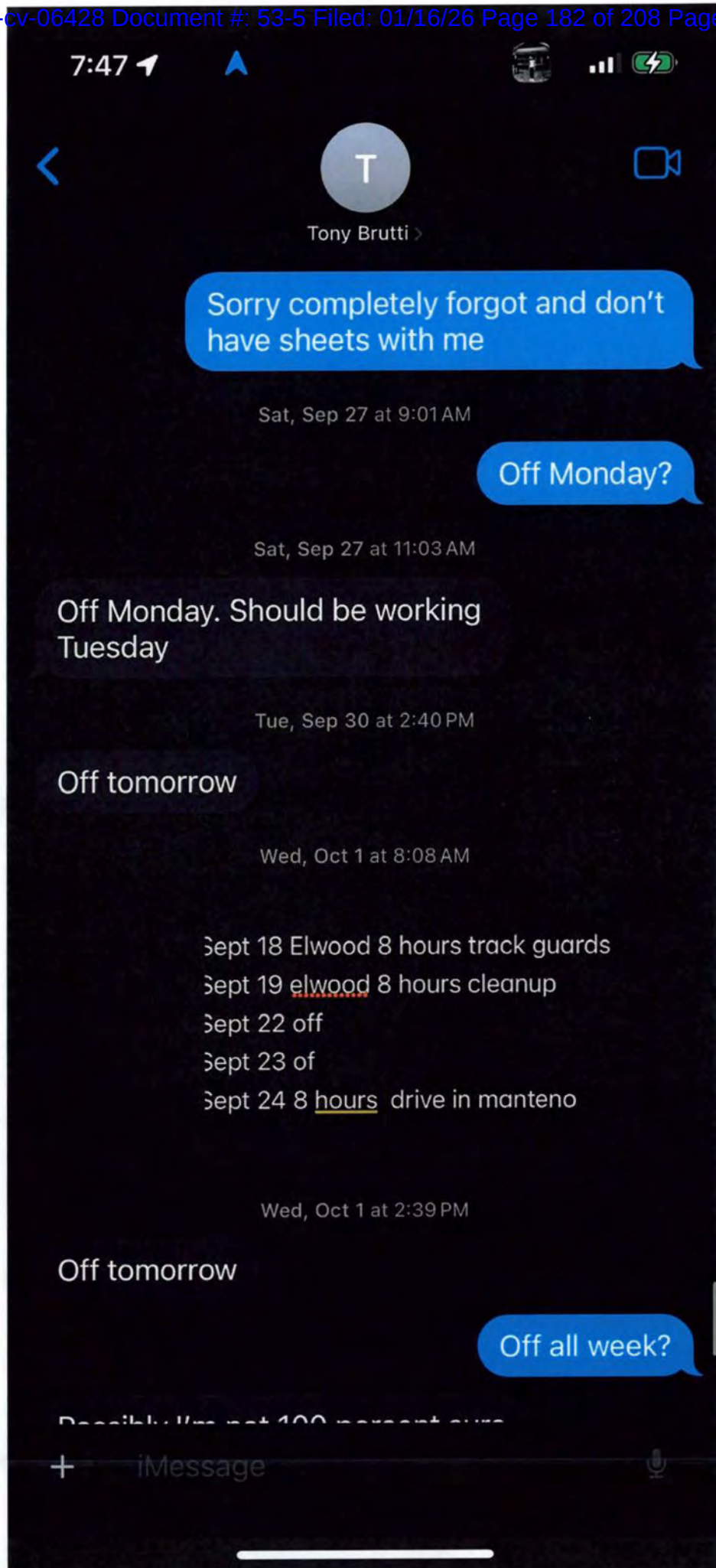


iMessage

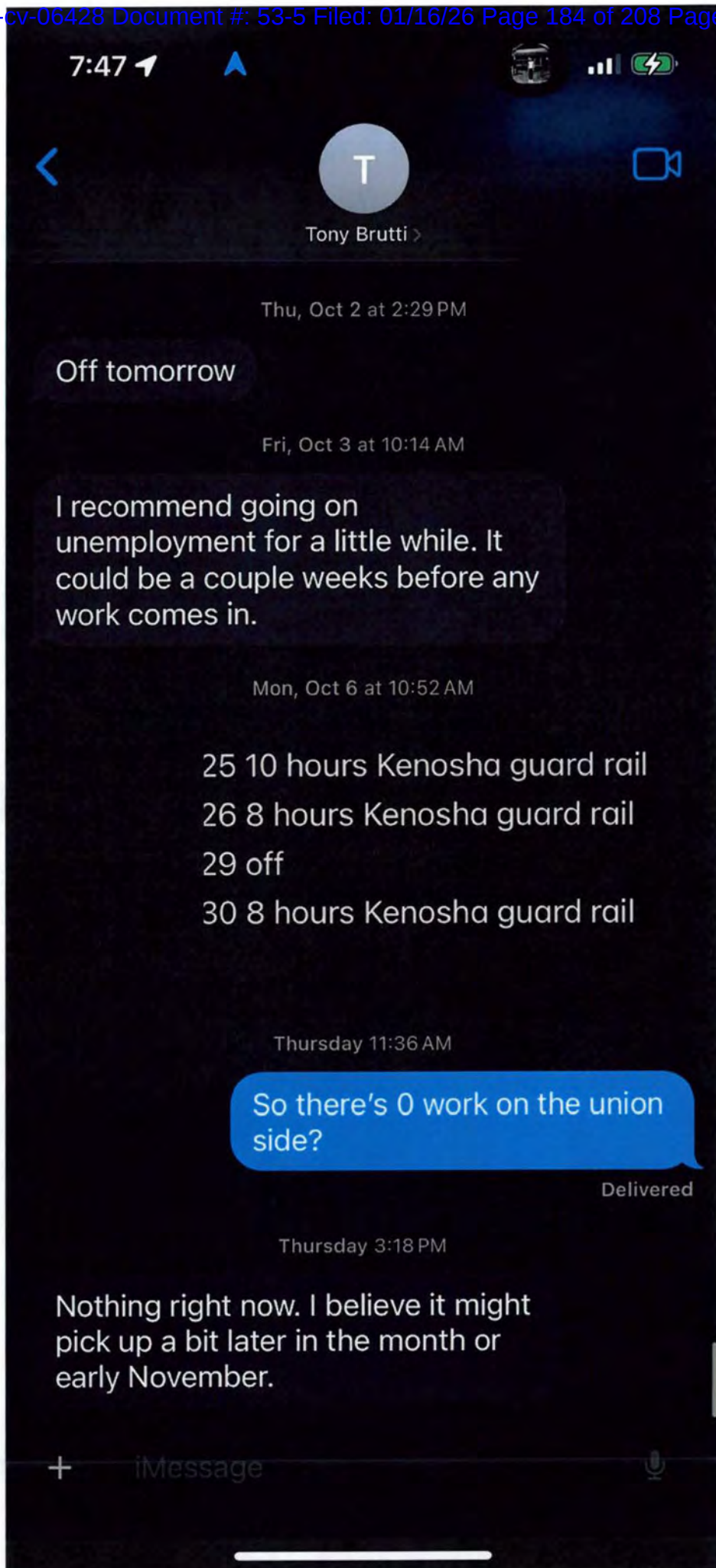












7:46

T

Tony Brutti >

iMessage
Tue, Jul 8 at 9:36 AM

Job Location & Contractor	Time In	Time Out
June 26 25		3:30
Work Performed:		
Lansing Drive		
Job Info Sheet	Time In	Time Out
June 27	7	3:30
Job Location & Contractor		
Franklin Park		
Work Performed:		
Drive IN SPRINGS		
Job Info Sheet	Time In	Time Out
June 30	7	3:30
Job Location & Contractor		
Antioch		
Work Performed:		
Cagle's and Springs		
Job Info Sheet	Time In	Time Out
July 1	7	3:30
Job Location & Contractor		
University Park		
Work Performed:		
Drive IN		
Job Info Sheet	Time In	Time Out
July 2	7	3:30
Job Location & Contractor		
University Park		
Work Performed:		
Drive IN		

Thu, Jul 10 at 3:44 PM

Anything tommrow

Off tomorrow. Hitting to big jobs
starting Monday

Thu, Jul 10 at 5:58 PM

Damn. No way I can do seals in
Elwood?

iMessage



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 124

From: [Mara Spring](#)
To: [Kevin McJessey](#)
Subject: Updated DOI list
Date: Monday, October 6, 2025 1:42:41 PM
Attachments: [image006.png](#)
[image007.png](#)
[Midwest Dock Certs.xlsx](#)

Attorney McJessey

Attached please find the updated list of Certificates issued for Midwest Dock Solutions.

As of today there have been none issued for Dock & Door.

I believe that this completes our subpoena response. Please confirm that nothing more is needed from Holden.

In addition, please forward this to the other attorneys who were on the deposition this morning.

Thank you!

Mara

Mara C. Spring
Conway & Josetti, LLC
Attorneys at Law
13555 Bishops Court, Suite 230
Brookfield, WI 53005
Phone: (414) 539-2600
Fax: (414) 446-3531
Email: mspring@conwayjosetti.com



Notice: This email message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy or disseminate this e-mail or any attachments to it. If you have received this email in error, please notify us immediately by return e-mail or by telephone at (414) 539-2600 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by Conway & Josetti, LLC. Thank you.



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 125

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
MID-AMERICA CARPENTERS REGIONAL)
COUNCIL PENSION FUND; et al.,)
)
Plaintiffs,)
)
vs.) Case No.
) 1:24-cv-06428
DOCK & DOOR INSTALL, INC., an)
Illinois corporation and MIDWEST)
DOCK SOLUTIONS, INC., an Illinois)
corporation,)
)
Defendants.)

The deposition of JACIE ANN OLSON, taken via Zoom before GINA M. CAUSLEY, C.S.R. of the State of Illinois, pursuant to Notice, pursuant to the Federal Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions on Monday, October 6th, 2025, commencing at 9:00 o'clock a.m.

1 APPEARANCES:

2 MCJESSY, CHING & THOMPSON, LLC
3 3759 North Ravenswood - Suite 231
4 Chicago, Illinois 60613
5 BY: MR. KEVIN P. MCJESSY,
6 Appeared on behalf of the Plaintiffs;

7 ALLOCCO, MILLER & CAHILL, PC
8 20 North Wacker Drive - Suite 3517
9 Chicago, Illinois 60606
10 BY: MR. TODD MILLER,
11 Appeared on behalf of the Defendant
12 Dock & Door Install, Inc.;

13 AMUNDSEN DAVIS, LLC
14 3815 East Main Street - Suite A-1
15 St. Charles, Illinois 60174
16 BY: MR. MICHAEL HUGHES,
17 Appeared on behalf of the Defendant
18 Midwest Dock Solutions, Inc.;

19 CONWAY & JOSETTI, LLC
20 13555 Bishops Court - Suite 230
21 Brookfield, Wisconsin 53005
22 BY: MS. MARA SPRING
23 Appeared on behalf of the witness.

24 --- o0o ---

Reported for Certified Reporting Company
11 East Adams Street - Suite 1608
Chicago, Illinois 60603

(312) 922-1666

Reported by Gina M. Causley, C.S.R.

--- o0o ---

1 I N D E X

2 WITNESS: JACIE ANN OLSON
3 PAGE
4
5 EXAMINATION BY MR. MCJESSY.....4

6 E X H I B I T S

7 PLAINTIFFS' EXHIBIT

8
9
10 No. 127.....8
11 No. 128.....45
12 No. 147.....70
13 No. 148.....63
14 No. 154.....54
15 No. 155.....71
16 No. 159.....14
17 No. 163.....37
18 No. 165.....32
19
20
21
22
23
24

1 (WHEREUPON, the witness was first
2 duly sworn remotely.)

3 JACIE ANN OLSON,

4 called as a witness in behalf of the Plaintiffs
5 herein, having been first duly sworn remotely, was
6 examined and testified as follows:
7

8 EXAMINATION

9
10
11 BY MR. MCJESSY:

12 Q All right. Hi. Can you state your name
13 for the record, please?

14 A Jacie Olson.

15 Q And can you spell your name, if you have
16 a middle name, if you could say that and spell it as
17 well?

18 A Jacie, J-a-c-i-e, Ann, A-n-n, Olson,
19 O-l-s-o-n.

20 Q Have you ever been deposed before,
21 Miss Olson?

22 A No, this is the first time.

23 Q Okay. Well, let me set forth some ground
24 rules just so things will hopefully go smooth and

Page 5

1 quickly this morning.

2 I'm going to ask you a series of
3 questions. You'll give me hopefully the best most
4 truthful answers that you can. Do you understand
5 you're under oath?

6 A Yes.

7 Q And do you understand that that oath has
8 the same force and effect as if you were testifying in
9 court even though in this instance it's a deposition
10 by Zoom?

11 A Yes.

12 Q Okay. All of your answers today need to
13 be verbal responses. Yeses and no's are fine, but if
14 you nod or shake your head or say something like
15 uh-huh or huh-uh, I will ask you is that a yes, is
16 that a no. I'll prompt you just so the record is
17 clear about what your answer is. Is that fair?

18 A Yes.

19 Q Also, if I ask a question and you don't
20 understand it either because my question is confusing
21 or vague, whatever, will you ask me to explain my
22 question so that you do understand it?

23 A Yes.

24 Q Okay. So is it fair then that if you

Page 6

1 answer a question that I ask, I can presume you
2 understood my question?

3 A Yes.

4 Q And, also, we have a court reporter here
5 today, and she's taking down what everybody says.
6 It's important that we not talk over each other. So
7 if I ask a question, even if you know what my question
8 is going to be, please let me finish asking my
9 question before you start answering. I will try to
10 return that courtesy and not ask a question while
11 you're still giving an answer. Is that fair?

12 A Yes.

13 Q All right. And then last but not least
14 there's a number of attorneys here on the call with
15 us, and some of them may make objections to questions
16 as we go along. Unless you're instructed not to
17 answer a question after they make their objection you
18 can go ahead and answer. All right?

19 A Yes.

20 Q And lastly, I don't -- I don't presume
21 this deposition will go terribly long this morning,
22 but if as we go along -- if as we go along you need to
23 take a break, just let me know. We can stop and you
24 can do that, and usually we take a break about every

Page 7

1 hour, but if you need to take a break in the interim,
2 that's fine. I would ask that if I've asked a
3 question that you answer my question before we take a
4 break. All right?

5 A Yes.

6 Q Now, you're represented by an attorney
7 here today, correct?

8 A Yes.

9 Q And you are being presented as --
10 MR. HUGHES: Kevin -- I'm sorry to interpret,
11 Kevin.

12 MR. MCJESSY: Sure.

13 MR. HUGHES: Can we introduce who's all here?
14 I just want to make sure everyone knows who everybody
15 is.

16 MR. MCJESSY: Oh, I'm sorry, sure. Why doesn't
17 everyone just go ahead and introduce themselves?

18 MR. HUGHES: I'm Mike Hughes. I'm the attorney
19 representing Defendant Midwest Dock Solutions.

20 MR. MCJESSY: Mr. Miller.

21 MR. MILLER: I'll go next. I'm Todd Miller. I
22 represent Dock & Door Install.

23 MS. SPRING: And Mara Spring. I'm here for
24 Holden, for Miss Olson.

Page 8

1 BY MR. MCJESSY:

2 Q And I am Kevin McJessey. I represent the
3 Mid-America Carpenters Regional Council Fringe Benefit
4 Funds, and I'm the one who directed a subpoena to your
5 attention that I would like to show you.

6
7 (WHEREUPON, said document was
8 marked as Plaintiffs' Deposition
9 Exhibit No. 127, for
10 identification, as of 10/6/25, so
11 marked by Mr. McJessey.)

12
13 BY MR. MCJESSY:

14 Q Can you see that exhibit on your screen
15 there?

16 A Yes.

17 Q I'm showing you what's been marked as
18 Plaintiffs' Exhibit 127 which is the subpoena that was
19 issued to the person most knowledgeable of matters on
20 attached Rider A from Holden Insurance Agency. Do you
21 see that?

22 A Yes.

23 Q And have you had a chance to review the
24 subpoena before?

Page 9

1 A Yes.

2 Q All right. The subpoena has a rider
3 attached and it directs Holden to produce the person
4 most knowledgeable about various matters for
5 examination, and one is Subpoena Respondent's effort
6 to gather and produce documents responsive to the
7 subpoena. Are you the person most knowledgeable about
8 that?

9 A Yes.

10 Q All right. And the next one is the work,
11 services or products that Subpoena Respondent
12 performed or provided to Dock & Door and Midwest Dock.
13 Do you see that?

14 A Yes.

15 Q And are you the person most knowledgeable
16 about that topic?

17 A Yes.

18 Q All right. And then the next topic is
19 the information provided by either Dock & Door or
20 Midwest Dock to Subpoena Respondent. Are you the
21 person most knowledgeable about that?

22 A Yes.

23 Q And the next item is the persons from
24 Dock & Door and Midwest Dock who were in contact with

Page 10

1 Subpoena Respondent regarding the work performed or
2 other products provided to Dock & Door and Midwest
3 Dock by Subpoena Respondent. Again, are you the
4 person most knowledgeable about that?

5 A Yes.

6 Q All right. No. 5 is the communications
7 between Subpoena Respondent on the one hand and either
8 Dock & Door or Midwest Dock on the other hand. Are
9 you the person most knowledgeable about that?

10 A Yes.

11 Q All right. The relationship between
12 Dock & Door and Midwest Dock, are you the person from
13 Holden most knowledgeable about that?

14 A Yes.

15 Q The ownership, management and operation
16 of Dock & Door and Midwest Dock, are you the person
17 most knowledgeable about that?

18 A Yes.

19 Q The insurance coverage obtained by
20 Subpoena Respondent for Dock & Door and Midwest Dock,
21 are you the person most knowledgeable about that?

22 A Yes.

23 Q All Certificate of Insurance documents
24 that were provided to any general contractor or other

Page 11

1 third-party, including any general contractor for
2 insurance carried by either Dock & Door or Midwest
3 Dock and the documents such as e-mails or fax cover
4 pages showing the transmittal of the Certificate of
5 Insurance documents, are you the person most
6 knowledgeable about that?

7 A Yes.

8 Q All right. And I think Holden Insurance
9 provided to me a spreadsheet of all the Certificates
10 of Insurance that were produced by Holden at least as
11 of the date that the spreadsheet was provided. Do you
12 recall that?

13 A Yes.

14 Q Okay. And I believe all of the
15 Certificates of Insurance on that table that were
16 provided were insurance certificates provided for
17 policies of Midwest Dock. Does that sound right to
18 you?

19 A Yes.

20 Q Had Holden Insurance provided
21 Certificates of Insurance on behalf of Dock & Door to
22 any third-party?

23 A No.

24 Q Item 10 in the subpoena is all additional

Page 12

1 insureds on any policy issued to either Dock & Door or
2 Midwest Dock. Do you see that?

3 A Yes.

4 Q Are you the person most knowledgeable
5 about that?

6 A Yes.

7 Q And all communications between Subpoena
8 Respondent and any third-party, including any general
9 contractor on behalf of Dock & Door or Midwest Dock.
10 Are you the person most knowledgeable about that?

11 A Yes.

12 Q And what, if anything, did you do to
13 prepare for the deposition today?

14 A Met with Mara Spring.

15 Q And I don't want to know what she said to
16 you or what you said to her during that meeting, but
17 how long did the meeting last?

18 A Less than 10 minutes.

19 Q Okay. And did you just meet with her
20 once or did you meet with her more than once?

21 A Once.

22 Q And was anybody else present during that
23 meeting?

24 A No.

Page 13

1 Q And did you review any documents to
2 prepare for the deposition here today?
3 A No.
4 Q And other than meeting with Ms. Spring
5 for the 10 minutes did you do anything else to prepare
6 for the deposition today?
7 A No.
8 Q All right. Now, the subpoena also asked
9 Holden to produce various documents, correct?
10 A Yes.
11 Q And there are six categories of documents
12 that it asked Holden to produce. One is documents
13 showing communications between the Subpoena Respondent
14 on the one hand and either Dock & Door or Midwest Dock
15 or any of their employees or agents on the other hand.
16 Were those documents produced, to the best of your
17 knowledge?
18 A Yes.
19 Q And then Item 2 is all Certificates of
20 Insurance documents that were provided to any general
21 contractor or other third-party, and then it goes on
22 from there and it's limited to the period from
23 January 1st, 2020, through the present. Do you see
24 that?

Page 15

1 This is a spreadsheet that you
2 produced, correct?
3 A Yes.
4 Q Okay. And you produced it without this
5 (indicating) yellow highlighting, correct?
6 A Yes.
7 Q And this spreadsheet that you produced,
8 it was a complete list of all the Certificates of
9 Insurance that had been provided by Holden, is that
10 correct?
11 A Yes.
12 Q And all of these Certificates of
13 Insurance were provided just for Midwest Dock
14 Solutions, correct?
15 A Yes.
16 Q And there were no Certificates of
17 Insurance that had been provided on behalf of
18 Dock & Door, is that correct?
19 A Yes.
20 Q Why is that?
21 A Midwest Dock is our insured.
22 Q Midwest Dock is your insured.
23 Do you also work for Dock & Door?
24 A Yes.

Page 14

1 A Yes.
2 Q Now, you produced a select group of
3 insurance certificates, correct, you didn't produce
4 all of the Certificates of Insurance, do you remember?
5 A I do remember. Are you asking --
6 Q Well, I think what I was going to say is
7 we reached an agreement that you produce certain
8 Certificates of Insurance for certain general
9 contractors, correct?
10 A Yes.
11
12 (WHEREUPON, said document was
13 marked as Plaintiffs' Deposition
14 Exhibit No. 159, for
15 identification, as of 10/6/25, so
16 marked by Mr. McJessey.)
17
18 BY MR. MCJESSEY:
19 Q All right. I'd like to show you what
20 I've marked as Exhibit 159. Do you see that document?
21 A Yes.
22 Q And this document is 80 pages long, and
23 I'm just going to scroll through a few pages so you
24 can see what it looks like.

Page 16

1 Q Okay. But you didn't provide any
2 Certificates of Insurance on its behalf?
3 A Not at the time.
4 Q Have you since then?
5 A Yes.
6 Q And do you recall approximately when was
7 the first time you provided Certificates of Insurance
8 on behalf of Dock & Door?
9 A I don't recall the exact date.
10 Q Can you recall an approximation, a month?
11 A No.
12 Q Can you recall the year?
13 A 2025.
14 Q Do you think it was before June?
15 A No.
16 Q All right. Item 3 asks for all documents
17 showing any party added as an additional insured on
18 any policy issued to either Dock & Door or Midwest
19 Dock. Did you produce those documents?
20 A Yes.
21 Q Okay. And then all declaration pages for
22 policies providing any insurance coverage to either
23 Dock & Door or Midwest Dock. Do you recall whether
24 those documents were provided?

Page 17

1 A Yes.
 2 Q And all invoices, billing statements or
 3 account statements for any policy issued to either
 4 Dock & Door or Midwest Dock, were those documents
 5 provided?
 6 A Yes.
 7 Q And then Item 6 is all documents showing
 8 any refund made on any insurance policy or bond
 9 providing coverage to either Dock & Door or Midwest
 10 Dock. Were those documents provided?
 11 A Yes.
 12 Q All right. And what was your role in
 13 gathering the documents responsive to the subpoena?
 14 A I gathered the certificates and none of
 15 the other documentation.
 16 Q Who gathered the other documentation?
 17 A The receptionist.
 18 Q And what's her name?
 19 A Shaye Forseth.
 20 Q Shane?
 21 A Shaye Forseth.
 22 Q Can you spell that for me?
 23 A Yes, S-h-a-y-e F-o-r-s-e-t-h.
 24 Q Is that a he or a she?

Page 18

1 A She.
 2 Q All right. A couple of background
 3 questions, what's the highest level of education
 4 you've received?
 5 A High school degree.
 6 Q And when did you get that and from where?
 7 A 2015, Superior High School.
 8 Q And where is that high school located?
 9 A Superior, Wisconsin.
 10 Q Excellent.
 11 And have you had any formal
 12 education after high school?
 13 A Some college.
 14 Q And where did you go to college?
 15 A University of Wisconsin-Superior.
 16 Q And when did you attend and did you have
 17 a major?
 18 A No major, 2015 until 2019.
 19 Q And did you take enough classes to
 20 achieve any degree from there?
 21 A No.
 22 Q What was your first job out of college?
 23 A Holden Insurance Agency.
 24 Q And do you hold any licenses or

Page 19

1 certifications of any sort?
 2 A Property and Casualty license and
 3 Certified Insurance Counselor designation.
 4 Q And can you tell me what each of those --
 5 are those certifications, licenses, how would you
 6 describe them?
 7 A Property and Casualty is a license.
 8 Certified Insurance Counselor is a designation.
 9 Q And what did you do to achieve the
 10 Property and Casualty license?
 11 A Took a class for a week and took a test.
 12 Q Okay. Who was the class through?
 13 A The PIA of Wisconsin.
 14 Q What does PIA stand for?
 15 A Professional -- don't know.
 16 Q Okay. Just very briefly, what was the
 17 nature of the class, what did you learn?
 18 A The basics of insurance.
 19 Q Just property and casualty insurance or
 20 all insurance?
 21 A Just property and casualty.
 22 Q And how long ago did you complete that
 23 property and casualty class and obtain that license?
 24 A Seven or eight years ago.

Page 20

1 Q And what does that license allow you to
 2 do?
 3 A Write insurance.
 4 Q And what does write insurance mean?
 5 A I can sell you a policy.
 6 Q Property and casualty policies?
 7 A Correct.
 8 Q And you mentioned the other one was a
 9 Certified Insurance Counselor?
 10 A Yes.
 11 Q What did you do to obtain that
 12 designation?
 13 A I took five courses that were two days
 14 long each, and after each course I took a test.
 15 Q And what were the nature of those
 16 courses?
 17 A They were specific to commercial
 18 insurance and agency operations.
 19 Q All lines of commercial insurance?
 20 A Yes.
 21 Q Any other licenses, certifications that
 22 you've received?
 23 A No.
 24 Q Any other training or classes that you've

<p style="text-align: right;">Page 21</p> <p>1 taken in the insurance field other than the ones</p> <p>2 you've told me about?</p> <p>3 A No.</p> <p>4 Q All right. How were you chosen to be the</p> <p>5 designee for Holden Insurance for this deposition?</p> <p>6 A I'm the account executive for Midwest</p> <p>7 Dock Solutions.</p> <p>8 Q Who is the account executive for</p> <p>9 Dock & Door?</p> <p>10 A Myself.</p> <p>11 Q So you're the account executive for both</p> <p>12 Midwest Dock Solutions and Dock & Door?</p> <p>13 A Yes.</p> <p>14 Q When did you become the account executive</p> <p>15 for Midwest Dock Solutions?</p> <p>16 A 2022.</p> <p>17 Q And when did you become the account</p> <p>18 executive for Dock & Door?</p> <p>19 A 2025.</p> <p>20 Q And how did it come about that you became</p> <p>21 the account executive for Midwest Dock Solutions?</p> <p>22 A I was moved to the Commercial Lines</p> <p>23 Department, and I work directly with the producer that</p> <p>24 handles the account.</p>	<p style="text-align: right;">Page 22</p> <p>1 Q What does an account executive do?</p> <p>2 A Service the account, issue certificates,</p> <p>3 file claims, review policies.</p> <p>4 Q Anything else?</p> <p>5 A No.</p> <p>6 MR. MCJESSY: Gina, can you read back that last</p> <p>7 response? I'm not sure I got everything.</p> <p>8</p> <p>9 (WHEREUPON, the record was read as</p> <p>10 follows:</p> <p>11 "A Service the account, issue</p> <p>12 certificates, file claims,</p> <p>13 review policies.")</p> <p>14</p> <p>15 MR. MCJESSY: Thank you.</p> <p>16 BY MR. MCJESSY:</p> <p>17 Q All right. What does the producer do?</p> <p>18 A Market the account.</p> <p>19 Q What does that mean?</p> <p>20 A Send to carriers when we need to move</p> <p>21 business.</p> <p>22 Q Okay. So obtain proposals for insurance</p> <p>23 from other insurance carriers for that particular</p> <p>24 client?</p>
<p style="text-align: right;">Page 23</p> <p>1 A Yes.</p> <p>2 Q All right. Who's the producer for</p> <p>3 Midwest Dock Solutions?</p> <p>4 A Tom Downs.</p> <p>5 Q All right. And to your knowledge, has he</p> <p>6 been the producer for Midwest Dock Solutions the</p> <p>7 entire time its account has been with Holden?</p> <p>8 A Yes.</p> <p>9 Q And was there another account executive</p> <p>10 for Midwest Dock before you or were you the first</p> <p>11 account executive for Midwest Dock?</p> <p>12 A There was another account executive</p> <p>13 before me.</p> <p>14 Q And who was that?</p> <p>15 A Pam Carlson.</p> <p>16 Q Pam, was that a P as in Paul?</p> <p>17 A P as in Paul, yes.</p> <p>18 Q And how did you take over the account of</p> <p>19 the account executive?</p> <p>20 A She left the agency for medical reasons.</p> <p>21 Q And who is the producer for Dock & Door?</p> <p>22 A Tom Downs.</p> <p>23 Q And do you work with Tom Downs on the</p> <p>24 Midwest Dock account and the Dock & Door account?</p>	<p style="text-align: right;">Page 24</p> <p>1 A Yes.</p> <p>2 Q Is there a reason that those two -- do</p> <p>3 you have -- well, strike that.</p> <p>4 Are there other account executives</p> <p>5 that work at Holden?</p> <p>6 A Yes.</p> <p>7 Q And are there other producers who work at</p> <p>8 Holden?</p> <p>9 A Yes.</p> <p>10 Q And are there other account executives</p> <p>11 who handle commercial insurance lines?</p> <p>12 A Yes.</p> <p>13 Q And are there other producers that handle</p> <p>14 commercial insurance lines?</p> <p>15 A Yes.</p> <p>16 Q Is there a reason that Tom Downs and you</p> <p>17 are both the producer and account executive for both</p> <p>18 Midwest Dock Solutions and Dock & Door?</p> <p>19 A I handle Tom Downs' entire commercial</p> <p>20 book.</p> <p>21 Q Do you know, is there a reason that Tom</p> <p>22 Downs is the producer for both Midwest Dock Solutions</p> <p>23 and for Dock & Door?</p> <p>24 A I do not.</p>

Page 25

1 Q Do you know when Midwest Dock Solutions
2 started -- became -- well, strike that.
3 What do you refer to your accounts
4 as, are they accounts, clients, how do you refer to
5 them?
6 A Accounts or clients.
7 Q So Midwest Dock is a client of Holden, is
8 that fair?
9 A Yes.
10 Q And do you know when Midwest Dock became
11 a client of Holden?
12 A 2021, I believe.
13 Q And do you know how that came about?
14 A No.
15 Q Do you know when Dock & Door became a
16 client of Holden?
17 A 2025.
18 Q And do you know how that came about?
19 A No.
20 Q How did you come to be hired by Holden?
21 A I started off as an intern in 2015.
22 Q Okay. And then how did you become
23 full-time? Well, strike that.
24 Are you full-time?

Page 26

1 A Yes.
2 Q Okay. When did you switch from being an
3 intern to being full-time?
4 A After I decided I was no longer going to
5 college.
6 Q And did you start out when you became
7 full-time as an account executive?
8 A No.
9 Q What was your position before that?
10 A Processing.
11 Q And what is processing?
12 A Processing personal lines, changes and
13 claims.
14 Q How long were you in that position, from
15 what year to what year?
16 A 2017 to -- or 2018 to 2021.
17 Q And what was your next position after
18 processing?
19 A Commercial account executive.
20 Q And that's the position you're in now,
21 correct?
22 A Yes.
23 Q All right. And in 2021 were you working
24 with Tom Downs?

Page 27

1 A Yes.
2 Q And were you handling his commercial --
3 just so I have an understanding, you said that you
4 were -- I can't remember exactly how you phrased it.
5 So, perhaps, you can remind me, but I think you said
6 you handle all of Tom Downs' commercial lines, is that
7 correct?
8 A Yes.
9 Q What does that mean?
10 A Any commercial business clients that he
11 has are serviced by me.
12 Q Okay. And by serviced do you mean those
13 four things you described for me earlier, issuing
14 certificates, reviewing policies -- well, you said
15 servicing the account, and then you also said filing
16 claims, correct?
17 A Yes.
18 Q What does servicing the account mean?
19 A Any questions that they have about
20 coverage, any questions a company has regarding the
21 client, preparing proposals and issuing certificates,
22 filing claims.
23 Q So general customer service matters?
24 A Yes.

Page 28

1 Q Okay. Now, do Holden clients have any
2 sort of engagement letter or any sort of agreement
3 that shows that Holden represents them?
4 A No.
5 Q So when a new client comes in, is there
6 any way that that's documented?
7 A Just by correspondence between the agent
8 and account executive and the client.
9 Q So there's nothing that gets filled out
10 or anything like that like a customer/client
11 information sheet or anything like that?
12 A No.
13 Q Who is your main contact for Midwest Dock
14 Solutions? And when I say, "your," I mean Holden
15 Insurance generally.
16 A Tony.
17 Q Tony Zarlengo?
18 A Yes.
19 Q Do you deal with Sherry Webber?
20 A Yes.
21 Q Do you deal with anybody else on behalf
22 of Midwest Dock?
23 A Ira, Steven French and Amber.
24 Q That's Ira Sugar?

Page 29

1 A Yep -- yes.
 2 Q And do you remember Amber's last name?
 3 A I do not.
 4 Q All right. And what kind of things do
 5 you deal with Amber about?
 6 A Certificate of Insurance requests.
 7 Q Is that pretty much the only thing you
 8 deal with her for?
 9 A Yes.
 10 Q How about Ira Sugar?
 11 A Certificate of Insurance requests.
 12 Q Is that pretty much all you deal with him
 13 about?
 14 A Yes.
 15 Q And Steve French, same thing?
 16 A Yes.
 17 Q And Sherry Webber?
 18 A Certificate of Insurance requests and
 19 bond requests.
 20 Q What are Certificate of Insurance
 21 requests?
 22 A They have a contract and they need to
 23 provide proof of insurance to the general contractor.
 24 Q Okay. And what's your role in that, what

Page 30

1 do you do?
 2 A Review the certificate insurance
 3 requirements and send the certificate to our client.
 4 Q Do you prepare the Certificate of
 5 Insurance?
 6 A I do.
 7 Q And you say, "review the insurance
 8 requirements." Does that mean you look at the
 9 subcontract?
 10 A No, I look at the insurance requirements.
 11 Q What insurance requirements?
 12 A That are outlaid in the contract.
 13 Q So you look at a portion of the contract
 14 that talks about what insurance is needed?
 15 A Yes.
 16 Q And do you compare that against the
 17 insurance policies that the company has?
 18 A Yes.
 19 Q And what if the insurance differs from
 20 what the insurance requirements are required in the
 21 subcontract clause?
 22 A I inform the insured and let them know we
 23 are providing coverage for coverage that they already
 24 have in place.

Page 31

1 Q I'm not sure -- so you would reach out to
 2 Tony Zarlengo about that or who?
 3 A Whoever sent the request I would just
 4 advise that they do not meet the requirements of the
 5 contract.
 6 Q I see.
 7 And so it could be Amber, Ira,
 8 Steve French, any of them?
 9 A Yes.
 10 Q If they do meet the requirements, what do
 11 you do?
 12 A Send the certificate.
 13 Q You have to prepare it first I presume,
 14 correct?
 15 A Yes.
 16 Q Is there anybody else at Holden who would
 17 prepare the Certificates of Insurance? And in this
 18 case I mean for Midwest Dock Solutions.
 19 A In my absence the other commercial
 20 account executives would prepare Certificates of
 21 Insurance.
 22 Q If you were out of the office, on
 23 vacation or something like that or out for the day?
 24 A Yes.

Page 32

1 Q Are you the one who is principally
 2 responsible for preparing the Certificates of
 3 Insurance for the Midwest Dock account?
 4 A Yes.
 5 Q And is the same true for Dock & Door now?
 6 A Yes.
 7
 8 (WHEREUPON, said document was
 9 marked as Plaintiffs' Deposition
 10 Exhibit No. 165, for
 11 identification, as of 10/6/25, so
 12 marked by Mr. McJESSY.)
 13
 14 BY MR. MCJESSY:
 15 Q All right. I'm going to show you what
 16 I've marked as Exhibit 165, and this is a 11-page
 17 document. It's a group of insurance certificates that
 18 were prepared it looks like for Pepper Construction.
 19 Do you see where it says, "Pepper Construction" down
 20 here (indicating)?
 21 A Yes.
 22 Q I'm going to flip through them so that
 23 you can see both the name of the insured which in this
 24 case is Midwest Dock Solutions and the certificate

<p style="text-align: right;">Page 33</p> <p>1 holder Pepper Construction. Do you see that?</p> <p>2 A Yes.</p> <p>3 Q All right. So that's the first one.</p> <p>4 That's Page 1, and it looks like -- is this</p> <p>5 (indicating) Page 2 of that certificate?</p> <p>6 A Yes.</p> <p>7 Q Another certificate, another certificate,</p> <p>8 another certificate. These are all certificates for</p> <p>9 Pepper Construction, correct?</p> <p>10 A Yes.</p> <p>11 Q All right. So let's just take a look at</p> <p>12 the first one. What does a Certificate of Insurance</p> <p>13 do, what's the purpose?</p> <p>14 A It provides a snapshot of coverage that</p> <p>15 Midwest Dock Solutions has.</p> <p>16 Q And it provides that description to</p> <p>17 Pepper Construction?</p> <p>18 A Yes.</p> <p>19 Q Does it also add Pepper Construction as</p> <p>20 an additional insured?</p> <p>21 A It is a blanket additional insured, so</p> <p>22 they are not named on the policy.</p> <p>23 Q Does the Certificate of Insurance --</p> <p>24 Strike that.</p>	<p style="text-align: right;">Page 34</p> <p>1 You said they're a blanket</p> <p>2 additional insured. What does that mean?</p> <p>3 A That means they have a blanket form on</p> <p>4 their policy and they can provide additional insureds</p> <p>5 to anybody that is required in a written contract.</p> <p>6 Q When you say, "they," you mean Midwest</p> <p>7 Dock Solutions?</p> <p>8 A Correct.</p> <p>9 Q All right. And does this Certificate of</p> <p>10 Insurance, is it necessary so that Pepper is an</p> <p>11 additional insured under their insurance?</p> <p>12 A They are not named as an additional</p> <p>13 insured, but they would be considered an additional</p> <p>14 insured under the blanket form, yes.</p> <p>15 Q Because the Certificate of Insurance is</p> <p>16 issued?</p> <p>17 A Yes.</p> <p>18 Q Okay. Does Holden represent a lot of</p> <p>19 companies, commercial companies that have to provide</p> <p>20 Certificates of Insurance to general contractors for</p> <p>21 work that they do?</p> <p>22 A Yes.</p> <p>23 Q Are the Certificates of Insurance</p> <p>24 important to the general contractors?</p>
<p style="text-align: right;">Page 35</p> <p>1 A Yes.</p> <p>2 MR. HUGHES: Objection; beyond the scope of the</p> <p>3 30(b)(6) topics.</p> <p>4 BY MR. MCJESSY:</p> <p>5 Q And why is that?</p> <p>6 MR. HUGHES: Same objection.</p> <p>7 BY MR. MCJESSY:</p> <p>8 Q You can answer.</p> <p>9 A I don't know.</p> <p>10 Q Are you aware that typically a</p> <p>11 subcontractor is not allowed on a job site unless they</p> <p>12 provide the general contractor with a Certificate of</p> <p>13 Insurance?</p> <p>14 MR. HUGHES: Objection; beyond the scope of the</p> <p>15 30(b)(6) topics and competency.</p> <p>16 BY MR. MCJESSY:</p> <p>17 Q You can answer.</p> <p>18 A I don't know.</p> <p>19 Q Now, you mentioned that Sherry Webber,</p> <p>20 you provide -- I think you said you provide bonds at</p> <p>21 her request, is that correct?</p> <p>22 A Yes.</p> <p>23 Q What are the bonds?</p> <p>24 A City and township bonds.</p>	<p style="text-align: right;">Page 36</p> <p>1 Q What are those?</p> <p>2 A I don't know why they require them. I</p> <p>3 just provide them based on the contract requirements.</p> <p>4 Q So you look at the contract and see what</p> <p>5 it requires?</p> <p>6 A Yes.</p> <p>7 Q All right. What is a city and township</p> <p>8 bond?</p> <p>9 A I don't know how to answer that.</p> <p>10 Q And why is that, you do not know what it</p> <p>11 is or you're not sure what my question is?</p> <p>12 A I'm not sure what your question is.</p> <p>13 Q Well, can you tell me what a Certificate</p> <p>14 of Insurance is?</p> <p>15 A Provides proof of coverage.</p> <p>16 Q All right. And can you provide a similar</p> <p>17 answer to that for what a city and township bond is,</p> <p>18 what does it do?</p> <p>19 A If they were to do work in a town or a</p> <p>20 city, they would be bonded up to the bond limit for</p> <p>21 each specific job.</p> <p>22 Q And what does it mean for them to be</p> <p>23 bonded up to a certain amount for a job?</p> <p>24 A If they went default on a contract, the</p>

1 surety company would provide coverage up to the limit
2 on the bond.

3
4 (WHEREUPON, said document was
5 marked as Plaintiffs' Deposition
6 Exhibit No. 163, for
7 identification, as of 10/6/25, so
8 marked by Mr. McJessey.)
9

10 BY MR. MCJESSEY:

11 Q Okay. Showing you what's been marked as
12 Exhibit 163, this is a group of Certificates of
13 Insurance that are provided to various municipalities.
14 So do you see that the first one is City of Country
15 Club Hills?

16 A Yes.

17 Q And the insured is Midwest Dock
18 Solutions, correct?

19 A Yes.

20 Q And the next one is also the City of
21 Country Club Hills, and this is for Midwest Dock
22 Solutions, correct?

23 A Yes.

24 Q Is that for like a renewal of an

1 insurance policy, is that what the -- it looks like
2 they're virtually the same, but it does have different
3 certificate numbers. Can you tell?

4 A Yes.

5 Q All right. So is this for like a renewal
6 of a policy and issuing a new certificate for the new
7 policy?

8 A Yes, or reissued a bond and issue the
9 certificate again.

10 Q And why would you do that?

11 A Reissue a certificate?

12 Q With the bond, yes.

13 A It's part of the contract requirements
14 for the city or a county.

15 Q Okay. And then this is -- this
16 (indicating) is Page 3 of that exhibit. This is a
17 certificate for the City of Crown Point. Do you see
18 that?

19 A Yes.

20 Q And, again, it's Midwest Dock Solutions,
21 correct?

22 A Yes.

23 Q And then there's another -- it looks like
24 this is the same situation. They're both Crown Point,

1 and it looks like the certificate number is different.
2 Do you see that?

3 A Yes.

4 Q Is one certificate for a bond and the
5 other certificate for the insurance policy?

6 A No.

7 Q Okay. I'm not sure I understood your
8 answer earlier when you said that you would have
9 issued --

10 A All --

11 Q Oh, go ahead.

12 A All certificates get issued on renewal if
13 the insured requests a certificate. After the renewal
14 certificates are issued it generates a new certificate
15 number.

16 Q I see.

17 All right. And then this
18 (indicating) is one to the City of Hammond. Do you
19 see that?

20 A Yes.

21 Q And then the City of Joliet, do you see
22 that?

23 A Yes.

24 Q All right. And these are all to

1 different municipalities. This (indicating) one's to
2 the City of Lockport. This (indicating) one's to the
3 City of Wood Dale, Illinois, Town of Cicero, Illinois.

4 Why would a municipality require a
5 Certificate of Insurance?

6 MR. HUGHES: Objection; beyond the scope of the
7 30(b)(6) topics.

8 BY MR. MCJESSEY:

9 Q You can answer.

10 A I don't know.

11 Q Would the insured have asked for these
12 certificates to be issued to these municipalities?

13 A Yes.

14 Q Okay. And typically in the process of
15 issuing the certificates to the municipalities would
16 you have reviewed any documents before issuing these
17 certificates?

18 A Yes.

19 Q What documents would you typically have
20 reviewed?

21 A Contract requirements.

22 Q Anything else?

23 A No.

24 Q How about the insurance policies

<p style="text-align: right;">Page 41</p> <p>1 themselves?</p> <p>2 A Midwest Dock insurance policies?</p> <p>3 Q Any insurance policies, but, sure,</p> <p>4 Midwest Dock insurance policies, too.</p> <p>5 A No.</p> <p>6 Q And why not?</p> <p>7 A They aren't requiring any additional</p> <p>8 insured wording.</p> <p>9 Q I see.</p> <p>10 And are you referring to the box</p> <p>11 here (indicating) toward the bottom where it says,</p> <p>12 "Description of Operations, Location/Vehicles," that</p> <p>13 section there?</p> <p>14 A Yes.</p> <p>15 Q So back to Exhibit 165, the language here</p> <p>16 (indicating) in that box at the bottom of the</p> <p>17 certificate, is that wording that you would consider</p> <p>18 additional insured wording?</p> <p>19 A Yes.</p> <p>20 Q Okay. And if this information was -- if</p> <p>21 it was additional insured wording that was required,</p> <p>22 then you would review the policies, is that correct?</p> <p>23 A Yes.</p> <p>24 Q And what does this additional insured</p>	<p style="text-align: right;">Page 42</p> <p>1 wording do, what's the significance of that?</p> <p>2 A Provides coverage for any additional</p> <p>3 insureds on Midwest Dock policies.</p> <p>4 Q Okay. So this language here in the</p> <p>5 Description of Operations, Location/Vehicle section,</p> <p>6 that's important for the purpose of making sure</p> <p>7 parties are added as additional insureds, is that</p> <p>8 correct?</p> <p>9 A Yes.</p> <p>10 Q What services does Holden Insurance</p> <p>11 provide to Midwest Dock Solutions?</p> <p>12 A Certificate of Insurance. That's really</p> <p>13 the only service.</p> <p>14 Q Does it shop for policies when they need</p> <p>15 to renew policies?</p> <p>16 A Yes.</p> <p>17 Q Anything else?</p> <p>18 A File claims, answer coverage questions.</p> <p>19 Q To your knowledge, has Midwest Dock</p> <p>20 Solutions had any claims?</p> <p>21 A Yes.</p> <p>22 Q Do you know how many?</p> <p>23 A No.</p> <p>24 Q What claims can you recall?</p>
<p style="text-align: right;">Page 43</p> <p>1 A General liability claim.</p> <p>2 Q Just one?</p> <p>3 A Yes.</p> <p>4 Q Was that the result of an auto accident?</p> <p>5 A I do not insure the auto.</p> <p>6 Q What was the general liability claim that</p> <p>7 you can recall?</p> <p>8 A It happened this year. Our insured</p> <p>9 started a fire in a contractor's building.</p> <p>10 Q Do you know who the contractor was?</p> <p>11 A No.</p> <p>12 Q Was the contractor listed as an</p> <p>13 additional insured on a COI?</p> <p>14 A I don't know.</p> <p>15 Q As best you can recall, what can you</p> <p>16 recall about the claim other than what you've just</p> <p>17 told me?</p> <p>18 A They were doing work and they started a</p> <p>19 fire. I turned it into Liberty Mutual, and I haven't</p> <p>20 heard on the claim since.</p> <p>21 Q Do you know where the facility was</p> <p>22 located?</p> <p>23 A Illinois.</p> <p>24 Q Do you the name of the facility or any of</p>	<p style="text-align: right;">Page 44</p> <p>1 the parties involved?</p> <p>2 A No.</p> <p>3 Q Do you know what work was being done when</p> <p>4 the fire started?</p> <p>5 A No.</p> <p>6 Q Other than what you've told me are you</p> <p>7 aware of any other details of the claim?</p> <p>8 A No.</p> <p>9 Q Do you know, did Dock & Door have any</p> <p>10 employees on the job site?</p> <p>11 A I don't know.</p> <p>12 Q Do you know whether the claim was also</p> <p>13 submitted to Dock & Door's insurance carrier?</p> <p>14 A It was not.</p> <p>15 Q What services does Holden Insurance</p> <p>16 provide to Dock & Door?</p> <p>17 A Marketing, certificates, handling of</p> <p>18 claims, answering coverage questions, providing</p> <p>19 policies.</p> <p>20 Q All right. So Holden provides the same</p> <p>21 services to Midwest Dock Solutions that it provides to</p> <p>22 Dock & Door, is that correct?</p> <p>23 A Yes.</p> <p>24 Q Do you know what lines of insurance</p>

Page 45	Page 46
<p>1 coverage Holden Insurance handles for Midwest Dock 2 Solutions? 3 A Yes. 4 Q What lines does it provide? 5 A Commercial general liability, umbrella, 6 workers' compensation. 7 Q Is inland marine also a line of coverage 8 or is that included within one of those? 9 A Inland marine is a line of coverage. 10 Q Does Holden provide inland marine 11 coverage for Midwest Dock Solutions? 12 A Yes. 13 Q What about property insurance, is that a 14 separate line from what you've described? 15 A We do not insure any property coverage. 16 17 (WHEREUPON, said document was 18 marked as Plaintiffs' Deposition 19 Exhibit No. 128, for 20 identification, as of 10/6/25, so 21 marked by Mr. McJessey.) 22 23 BY MR. MCJESSEY: 24 Q All right. I'm showing you a copy of an</p>	<p>1 e-mail. It looks like it's an e-mail from you to Tony 2 Zarlengo as Exhibit 128. Do you see that e-mail? 3 A Yes. 4 Q That's an e-mail from you to Tony 5 Zarlengo, correct? 6 A Yes. 7 Q And it looks like you're forwarding to 8 him a proposal for Midwest Dock Solutions for lines of 9 insurance coverage. Does that look right to you? 10 A Yes. 11 Q And your e-mail also references a 12 pollution liability policy, is that correct? 13 A Yes. 14 Q Is that another separate line of 15 coverage? 16 A Yes. 17 Q And I'm showing you the proposal that's 18 attached to that e-mail, and is this sort of how you 19 normally prepare an insurance proposal for a client? 20 A Yes. 21 Q Now, the first page -- or the first page 22 after the cover of the proposal shows general 23 liability. Do you see that? 24 A Yes.</p>
Page 47	Page 48
<p>1 Q Is that the commercial general liability 2 policy described? 3 A Yes. 4 Q In general terms what kind of insurance 5 does that provide to Midwest Dock Solutions? 6 A Are you asking -- I don't know what 7 you're asking. 8 Q Well, what's a commercial general 9 liability policy? 10 A It provides liability coverage to Midwest 11 Dock Solutions. 12 Q What kind of losses does it cover? 13 A Property damage, bodily injury. 14 Q Okay. And then the next coverage there 15 says, "Employment practices liability." Do you see 16 that? 17 A Yes. 18 Q Is that a separate coverage? 19 A It's a part of the general liability 20 coverage. 21 Q And what is employment practices 22 liability, do you know? 23 A It provides coverage for things like 24 wrongful termination, employee discrimination.</p>	<p>1 Q Okay. And is cyber suite also part of 2 the general liability? 3 A Yes. 4 Q What does that coverage provide? 5 A Cyber liability coverage. 6 Q Like if somebody hacks into their system 7 and takes employee confidential information, that kind 8 of thing? 9 A It can be, yes. 10 Q And then the next one here is property at 11 the top on the next page. Do you see that? 12 A Yes. 13 Q And is that again part of the general 14 liability policy or is that separate? 15 A Separate. 16 Q Okay. You mentioned that you don't 17 provide -- you, meaning Holden doesn't provide 18 property insurance? 19 A I was referencing building coverage. We 20 do provide business personal property coverage. 21 Q Is that what this is? 22 A Yes. 23 Q So it is property coverage, correct? 24 A Yes.</p>

Page 49

1 Q And what kind of property does this
2 cover?

3 A Any business personal property,
4 computers, desks. It could be anything that they have
5 at their location that belongs to them.

6 Q All right. And there's a figure here of
7 \$272,500. Do you see that?

8 A Yes.

9 Q Is that what the coverage -- is that the
10 coverage limit that was proposed for the property
11 coverage?

12 A Yes.

13 Q And then it says, "Property coverage
14 includes property extension endorsement and equipment
15 breakdown." What's that?

16 A Property extension endorsement provides
17 additional coverages for your business personal
18 property, and equipment breakdown is -- provides
19 coverage for equipment breakdown. I don't know.

20 Q Okay. Do you know where the \$272,500
21 limit would have come from?

22 A No.

23 Q And then the next item there is inland
24 marine coverage. Do you see that?

Page 50

1 A Yes.

2 Q And what's inland marine coverage?

3 A Equipment coverage.

4 Q In case it's lost, stolen or destroyed,
5 that kind of thing?

6 A All risk insurance, yes.

7 Q And it's got a list of items here and
8 values. Do you see that?

9 A Yes.

10 Q Where would that list of items and values
11 come from?

12 A The client.

13 Q And why are they included in the Inland
14 Marine coverage section here?

15 A Because they are part of the inland
16 marine policy.

17 Q And what does that mean that they're part
18 of that coverage?

19 A They are the contractor's scheduled
20 equipment coverage which is covered under your inland
21 marine policy.

22 Q Okay. And are the numbers that are above
23 here (indicating), the \$49,000 total scheduled
24 equipment, is that a coverage limit on the equipment

Page 51

1 that's covered under the inland marine policy?

2 A Yes.

3 Q So if Midwest Dock Solutions wants to add
4 additional equipment to this coverage, they would have
5 to notify you?

6 A Yes.

7 Q Do you typically ask a client like
8 Midwest Dock Solutions for a list of equipment they
9 want covered under the inland marine policy?

10 A Yes.

11 Q The next item here is contractor's
12 installation. Do you see that?

13 A Yes.

14 Q Well, actually, strike that. Let me go
15 back.

16 Do you know, has Midwest Dock
17 Solutions provided you with a more updated list of
18 equipment that's covered under its inland marine
19 policy?

20 A No.

21 Q And the contractor's installation
22 coverage, what's that?

23 A Covers any equipment that they are
24 installing on a job site.

Page 52

1 Q And is this a separate coverage or part
2 of the commercial general liability?

3 A It's a part of the inland marine.

4 Q Oh, okay.

5 And then the next page shows
6 workers' compensation. Is that a line of coverage
7 that you provide?

8 A Yes.

9 Q And then the next page is the commercial
10 umbrella that you referred to, correct?

11 A Yes.

12 Q And then also there's a notation for
13 excess. Do you see that?

14 A Yes.

15 Q Is that in addition to the commercial
16 umbrella or is it part of the commercial umbrella?

17 A In addition to.

18 Q All right. So it's another line of
19 coverage that you provide?

20 A Yes.

21 Q What's the difference between commercial
22 umbrella and excess?

23 A The excess policy goes over the umbrella
24 when the umbrella limits are exhausted. The

<p style="text-align: right;">Page 53</p> <p>1 commercial umbrella goes over the underlying policies, 2 under liability and worker's compensation. 3 Q And the next item here is pollution 4 liability. Do you see that? 5 A Yes. 6 Q And what's the pollution liability 7 policy? 8 A Provides liability coverage for 9 pollution. 10 Q All right. Are these all lines of 11 coverage that Holden provides for Midwest Dock 12 Solutions? 13 A Yes. 14 Q And Holden doesn't provide automobile 15 coverage to Midwest Dock Solutions, is that correct? 16 A Yes. 17 Q And what lines of coverage does Holden 18 provide to Dock & Door? 19 A I would have to look. 20 21 22 23 24</p>	<p style="text-align: right;">Page 54</p> <p>1 (WHEREUPON, said document was 2 marked as Plaintiffs' Deposition 3 Exhibit No. 154, for 4 identification, as of 10/6/25, so 5 marked by Mr. McJessey.) 6 7 BY MR. MCJESSEY: 8 Q All right. I'm showing you what I've 9 marked as Exhibit 154, and this looks like it's 10 forwarding a proposal to Tony Brutti, correct? 11 A Yes. 12 Q And this is an e-mail from you to Tony 13 Brutti dated July 18th, 2025, correct? 14 A Yes. 15 Q And is this similar to the last e-mail 16 that we looked at where you're forwarding a package or 17 a quote to a client for a proposal? 18 A Yes. 19 Q All right. And I'm just going to flip 20 through this briefly so I can get to the proposal and 21 see if that helps refresh your recollection as to what 22 lines of insurance Holden has provided for 23 Dock & Door, and when you've had a chance to review 24 the page, let me know and I'll flip to the next one.</p>
<p style="text-align: right;">Page 55</p> <p>1 A Okay. 2 3 (WHEREUPON, the next page was 4 shown to the witness.) 5 6 THE WITNESS: Okay. 7 8 (WHEREUPON, the next page was 9 shown to the witness.) 10 11 THE WITNESS: Okay. 12 13 (WHEREUPON, the next page was 14 shown to the witness.) 15 16 THE WITNESS: Okay. 17 18 (WHEREUPON, the next page was 19 shown to the witness.) 20 21 THE WITNESS: Okay. 22 23 (WHEREUPON, the next page was 24 shown to the witness.)</p>	<p style="text-align: right;">Page 56</p> <p>1 THE WITNESS: Okay. 2 3 (WHEREUPON, the next page was 4 shown to the witness.) 5 6 THE WITNESS: Okay. 7 8 (WHEREUPON, the next page was 9 shown to the witness.) 10 11 THE WITNESS: Okay. 12 13 (WHEREUPON, the next page was shown 14 to the witness.) 15 16 THE WITNESS: Okay. 17 18 (WHEREUPON, the next page was shown 19 to the witness.) 20 21 THE WITNESS: Okay. 22 23 (WHEREUPON, the next page was shown 24 to the witness.)</p>

<p style="text-align: right;">Page 57</p> <p>1 THE WITNESS: Okay.</p> <p>2</p> <p>3 (WHEREUPON, the next page was shown</p> <p>4 to the witness.)</p> <p>5</p> <p>6 THE WITNESS: Okay.</p> <p>7</p> <p>8 (WHEREUPON, the next page was shown</p> <p>9 to the witness.)</p> <p>10</p> <p>11 THE WITNESS: Okay. Would you like me to tell</p> <p>12 you what coverage we provide?</p> <p>13 BY MR. MCJESSY:</p> <p>14 Q Have you seen enough of the documents?</p> <p>15 A Yes.</p> <p>16 Q Okay. There was this ICW Group proposal,</p> <p>17 also?</p> <p>18 A Yes.</p> <p>19 Q You don't need to see that?</p> <p>20 A No.</p> <p>21 Q Okay. Yes, tell me what lines of</p> <p>22 coverage you provide.</p> <p>23 A General liability, employment practices</p> <p>24 liability, umbrella and workers' compensation.</p>	<p style="text-align: right;">Page 58</p> <p>1 Q And do you know who the workers' comp</p> <p>2 carrier is for Midwest Dock Solutions?</p> <p>3 A Yes.</p> <p>4 Q Who is it?</p> <p>5 A ICW.</p> <p>6 Q And do you know who the workers' comp</p> <p>7 carrier is for Dock & Door?</p> <p>8 A Yes.</p> <p>9 Q Who is it?</p> <p>10 A ICW.</p> <p>11 Q And who's the commercial general</p> <p>12 liability insurance carrier for Midwest Dock</p> <p>13 Solutions?</p> <p>14 A Liberty Mutual.</p> <p>15 Q And who is the commercial general</p> <p>16 liability carrier for Dock & Door?</p> <p>17 A Liberty Mutual.</p> <p>18 Q And who's the umbrella carrier for</p> <p>19 Midwest Dock Solutions?</p> <p>20 A Liberty Mutual.</p> <p>21 Q And who is the umbrella coverage for</p> <p>22 Dock & Door?</p> <p>23 A Liberty Mutual.</p> <p>24 Q And who is the employment practices</p>
<p style="text-align: right;">Page 59</p> <p>1 carrier for Midwest Dock Solutions?</p> <p>2 A Liberty Mutual.</p> <p>3 Q And who is the employment practices</p> <p>4 carrier for Dock & Door?</p> <p>5 A Liberty Mutual.</p> <p>6 Q You don't carry the automobile policy</p> <p>7 for -- Strike that.</p> <p>8 Holden does not handle the</p> <p>9 automobile policy coverage for Dock & Door, correct?</p> <p>10 A Yes.</p> <p>11 Q And Holden Insurance doesn't provide an</p> <p>12 inland marine policy for Dock & Door either, is that</p> <p>13 correct?</p> <p>14 A Yes.</p> <p>15 Q Do you know, did Holden ever discuss with</p> <p>16 Dock & Door whether it should have an inland marine</p> <p>17 policy?</p> <p>18 A Not to my knowledge.</p> <p>19 Q Did Holden ever discuss with Dock & Door</p> <p>20 whether it should have a personal property insurance</p> <p>21 policy?</p> <p>22 A Not to my knowledge.</p> <p>23 Q Now, this first e-mail is an e-mail</p> <p>24 from -- and when I say, "first," I mean the e-mail on</p>	<p style="text-align: right;">Page 60</p> <p>1 the first page of Exhibit 154 is an e-mail from you to</p> <p>2 Tony Brutti, copied to Tom Downs dated July 18th,</p> <p>3 2025, correct?</p> <p>4 A Yes.</p> <p>5 Q And if you go further down in this e-mail</p> <p>6 string, there is an e-mail dated July 1st, 2025, from</p> <p>7 Tony Brutti. Do you see that?</p> <p>8 A Yes.</p> <p>9 Q Okay. And now, this is an e-mail that's</p> <p>10 sort of -- it's part of your e-mail from July 18th.</p> <p>11 So at some point this had to have been forwarded to</p> <p>12 you, this e-mail string, correct?</p> <p>13 A Yes.</p> <p>14 Q And if you look at this, the e-mail from</p> <p>15 Tony Brutti says, "Hi, Tom. We install commercial</p> <p>16 overhead doors and loading dock equipment. The door</p> <p>17 work consists of sectional garage/dock doors, rolling</p> <p>18 steel doors and high-speed doors. The loading dock</p> <p>19 equipment consists of dock levelers, dock seals and</p> <p>20 truck restraints. We mostly do work at precast</p> <p>21 concrete storage warehouses but occasionally do work</p> <p>22 at manufacturing facilities and small businesses." Do</p> <p>23 you see that?</p> <p>24 A Yes.</p>

Page 61

1 Q Do you know, is there a reason that you
2 would need to know what Dock & Door's business is --
3 A Yes.
4 Q -- in order to obtain insurance coverage?
5 A Yes.
6 Q Why is that?
7 A To make sure they are covered correctly.
8 Q Okay. What does that mean, can you
9 explain to me what you mean by that?
10 A General liability policies are rated off
11 of the work that the contractor does. So in order to
12 have the correct rating we need to know what they do.
13 Q So it's important that you know what they
14 do?
15 A Yes.
16 Q Now, are you involved at all in obtaining
17 quotes for insurance coverage?
18 A Sometimes.
19 Q Okay. How about in this instance with
20 Dock & Door, were you responsible at all for obtaining
21 insurance quotes or for assisting Mr. Downs in
22 obtaining insurance quotes?
23 A Yes.
24 Q And did you use this information that was

Page 62

1 provided by Mr. Brutti to do that?
2 A Yes.
3 Q Is it your understanding that Midwest
4 Dock Solutions provides similar work?
5 A Yes.
6 MR. MCJESSY: All right. We've been going a
7 little over an hour now. I would like to take about a
8 five-minute break and then come back and resume.
9
10 (WHEREUPON, a short break was had.)
11
12 MR. MCJESSY: All right. Back on the record.
13 BY MR. MCJESSY:
14 Q Miss Olson, other than yourself and
15 Mr. Downs are there any other persons at Holden who
16 have a responsibility for the Midwest Dock Solutions
17 account concerning some other matters that we haven't
18 talked about?
19 A No.
20 Q Okay. And I understand that some other
21 representatives at Holden might perform services for
22 Midwest Dock Solutions like when you're on vacation or
23 when Mr. Downs is on vacation, but absent a situation
24 like that where you or Mr. Downs are not available are

Page 63

1 you the two persons who are principally responsible
2 for the Midwest Dock Solutions account?
3 A Yes.
4 Q And would the same thing be true for the
5 Dock & Door account?
6 A Yes.
7
8 (WHEREUPON, said document was
9 marked as Plaintiffs' Deposition
10 Exhibit No. 148, for
11 identification, as of 10/6/25, so
12 marked by Mr. McJessey.)
13
14 BY MR. MCJESSY:
15 Q Now, I want to show you what's been
16 marked as Exhibit 148, and this appears to be an
17 e-mail from you to Mr. Zarlengo. I'll turn to the --
18 the second page of this also looks like an e-mail from
19 you to Mr. Zarlengo and it's attaching the 2025 to '26
20 renewal proposal. Do you see that?
21 A Yes.
22 Q And then this e-mail, though, on the
23 first page it's dated February 28th, and it says, "I
24 will bind coverage and start working on getting

Page 64

1 out" -- Strike that. It says, "I will bind coverage
2 and start working on getting renewal COIs out." Is
3 that what it says?
4 A Yes.
5 Q And essentially once the policies are
6 renewed you need to send out new COIs with the new
7 policy numbers, correct?
8 A New policy term, yes.
9 Q How do you know from the -- from the
10 Certificates of Insurance that you issued previously
11 how do you know which Certificates of Insurance you
12 need to reissue based upon the renewal policies?
13 A I reissue all certificates.
14 Q Oh, you reissue all certificates that
15 were previously issued on the prior policies?
16 A Yes.
17 Q So if a property wrapped up during the
18 prior policy period, you would still go ahead and
19 issue the renewal COI just what, out of an abundance
20 of caution?
21 A Agency procedures, yes.
22 Q Better to reissue a COI for a project
23 that's done than to miss issuing a COI for a project
24 that's still ongoing, that kind of thing?

Page 65

1 A Yes.

2 Q Does Midwest Dock Solutions ever tell you
3 something to the effect like "Hey, you don't need to
4 issue that COI because that project is done," that
5 kind of thing?

6 A Not to my knowledge.

7 Q And describe for me your process of
8 reissuing the COIs. What do you do, how do you go
9 about it and who do you send them to?

10 A I renew the policies and renew the
11 policies in our certificate holders' portal and mail
12 out all of the certificates in an e-mail or upload
13 them if I get a request.

14 Q Okay. You mentioned a portal. Whose
15 portal?

16 A Our certificates go to a portal out of
17 our management system.

18 Q What's the portal?

19 A Where we issue certificates out of.

20 Q They go into the portal and where do they
21 go from there?

22 A Then they get issued and either e-mailed
23 out or uploaded or e-mailed.

24 Q And how do you know where to send them

Page 66

1 to?

2 A I get a request.

3 Q From who?

4 A They either get mailed out or I get a
5 request from a certificate holder asking us to upload
6 or e-mail them a copy of the renewal certificate. If
7 they don't -- if it doesn't come via e-mail or via --
8 well, e-mail, then it gets mailed.

9 Q Okay. And you said you get a request
10 from the certificate holder. So do you remember the
11 COIs we looked at for Pepper earlier?

12 A Yes.

13 Q Who would be the certificate holder for
14 those COIs?

15 A Pepper.

16 Q So the certificate holder is the party
17 that's being added as the additional insured?

18 A Yes.

19 Q So you get requests either from them to
20 send the COIs or you just mail it out to them?

21 A Yes.

22 Q Do you have any idea of the number of
23 COIs you've issued for Dock & Door so far?

24 A No.

Page 67

1 Q The Excel spreadsheet that you printed
2 out for me to produce in response to the subpoena that
3 we looked at earlier, let me go back to it. Do you
4 see this (indicating) document?

5 A Yes.

6 Q How was that generated?

7 A Exported out of our certificate holder
8 platform.

9 Q Okay. So this is like a document you
10 just maintain in your system?

11 A Yes.

12 Q And is it a fairly simple task to put
13 this document together?

14 A Yes.

15 Q Would you have a similar document like
16 this for Dock & Door?

17 A If I needed to export certificates, yes.

18 Q And I'll reach out to your counsel. I'd
19 like to get a supplemental response to the subpoena
20 with the COIs for Dock & Door and for Midwest Dock
21 Solutions, and I can reach out to your counsel about
22 that, but is that something that you could actually
23 put together if you were asked to do so?

24 A Yes.

Page 68

1 Q Is it a fairly simple task?

2 A Yes.

3 Q Do you have an understanding of the
4 relationship between Dock & Door and Midwest Dock
5 Solutions?

6 A No.

7 Q You have no understanding at all of any
8 relationship between them?

9 A No.

10 Q Are you aware that Dock & Door's business
11 had largely come from Midwest Dock Solutions?

12 A No.

13 Q Have you ever spoken with Tony Brutti?

14 A No.

15 Q Have you ever spoken with Tony Zarlengo?

16 A Yes.

17 Q And how frequently do you speak with Tony
18 Zarlengo?

19 A Around renewal time usually, usually an
20 e-mail correspondence.

21 Q Oh, okay. Maybe my question wasn't
22 clear.

23 Have you actually spoken with him?

24 A A few times.

Page 69

1 Q Pardon?

2 A A few times.

3 Q Since 2022 you've spoken to him a few

4 times, is that a fair description of your

5 communications with him, verbal communications?

6 A Yes.

7 Q So I understand you exchange e-mails with

8 him, but I actually wanted to know how frequently you

9 actually speak with him over the phone or that kind of

10 thing.

11 Have you ever met him in person?

12 A No.

13 Q So the only time you've actually

14 communicated with him directly not by e-mail or

15 written communications but verbally is over the phone?

16 A Yes.

17 Q And you've had maybe a few conversations

18 with him over the years, is that it?

19 A Yes.

20

21

22

23

24

Page 71

1 Q You don't know anything about this?

2 A No.

3

4 (WHEREUPON, said document was

5 marked as Plaintiffs' Exhibit

6 No. 155, for identification, as of

7 10/6/25, so marked by Mr. McJessey.)

8

9 BY MR. MCJESSEY:

10 Q I'm showing you what's been marked as

11 Exhibit 155, and this is an e-mail from Tony Brutti to

12 you, correct?

13 A Yes.

14 Q All right. And he's asking you to

15 forward to him a copy of the declaration pages for his

16 new policies so that he can cancel his old policies.

17 Is that in effect what he's saying?

18 A Yes.

19 Q And this e-mail is dated July 28th, 2025,

20 correct?

21 A Yes.

22 Q And is that approximately when the

23 policies that Holden procured for Dock & Door went

24 into effect, sometime around this time?

Page 70

1 (WHEREUPON, said document was

2 marked as Plaintiffs' Deposition

3 Exhibit No. 147, for

4 identification, as of 10/6/25, so

5 marked by Mr. McJessey.)

6

7 BY MR. MCJESSEY:

8 Q I'm going to show you what I've marked as

9 Exhibit 147, and this is an e-mail that was produced

10 by Holden and it's from Tony Zarlengo to Tom Downs.

11 Do you see that?

12 A Yes.

13 Q And it just says, "Call me," and then

14 what's attached to it is a Notice of Attorney's Lien.

15 Do you see that?

16 A Yes.

17 Q And it involves an Attorney's Lien that

18 was sent on behalf of Porsha (phonetic) Watson and her

19 attorneys. Do you see that?

20 A Yes.

21 Q And it concerns an auto accident that

22 occurred apparently on February 10th, 2025. Were you

23 aware of this claim?

24 A No.

Page 72

1 A Yes.

2 Q And were these the first policies that

3 Holden had procured for Dock & Door?

4 A Yes.

5 Q So Dock & Door was sort of a new client

6 for Holden at this time, is that fair?

7 A Yes.

8 Q What information would Holden gather from

9 a new client coming to place insurance through Holden?

10 MR. HUGHES: Objection; beyond the scope of the

11 30(b)(6) topics.

12 BY MR. MCJESSEY:

13 Q You can answer.

14 A Copies of their policies from their prior

15 carrier.

16 Q Does Holden have new clients fill out any

17 sort of information sheet?

18 A No.

19 MR. HUGHES: Same objection.

20 BY MR. MCJESSEY:

21 Q Any sort of questionnaire?

22 A No.

23 Q Do you know in this instance did Holden

24 get copies of Dock & Door's prior policies?

Page 73

1 A Yes.

2 Q And do you know who provided those to
3 Holden?

4 A Tony.

5 Q Tony Brutti?

6 A Yes.

7 MR. MCJESSY: All right. Miss Olson, I don't
8 have any other questions. If either Mr. Miller or
9 Mr. Hughes have questions, I may have some follow-up
10 questions, but other than that I appreciate your time.

11 MR. MILLER: Won't be any questions from me,
12 Kevin.

13 MR. MCJESSY: All right.

14 MR. HUGHES: I don't think I have any, but
15 before I confirm that, Kevin, I know you sent over
16 about, I think, 40 exhibits. Are those to be used
17 like today and tomorrow? I just want to make sure
18 that --

19 MR. MCJESSY: No, just today, but given the
20 fact that it's a video deposition it's impossible to
21 know what I'm going to use during the deposition.

22 MR. HUGHES: Understood.

23 MR. MCJESSY: They have to be labeled in
24 advance.

Page 74

1 MR. HUGHES: Understood. I just wanted to just
2 get a sense of what there was. I know there's one
3 missing, too, in the sequence.

4 MR. MCJESSY: Yes, that was just an error, my
5 error in labeling.

6 MR. HUGHES: Okay. That's fine. I just wanted
7 to do that kind of housekeeping.

8 MR. MCJESSY: It's unfortunately a little
9 sloppy, but I will pick up tomorrow with Deposition
10 Exhibit 167 even though we didn't use most of the ones
11 I sent you today, and not that it's relevant, but
12 tomorrow is Gineris. I won't be using any of these
13 tomorrow.

14 MR. HUGHES: Right. Okay. I haven't opened
15 the bulk of them, so I just wanted to get that sense.

16 MR. MCJESSY: Fair enough.

17 Ms. Spring, I would like to get
18 updated COI -- the updated COI list. So I would ask
19 for that sort of a supplement to the subpoena. If you
20 want to talk to your client and see if that's
21 acceptable.

22 MS. SPRING: I will ask Miss Olson to do that,
23 and then we'll get it to you.

24 MR. MCJESSY: Okay.

Page 75

1 MR. HUGHES: I don't have any questions. I
2 would ask that any of the updated information that
3 Mr. McJessey has requested, if you could send it to us
4 as well, that would be good.

5 MR. MCJESSY: All right. I guess all the court
6 reporter needs to know now is whether you reserve
7 signature.

8 THE WITNESS: I don't know what that means.

9 MS. SPRING: I haven't discussed that with her
10 because we don't do it in Wisconsin normally.

11 MR. MCJESSY: Oh, okay.

12 MS. SPRING: So what he's asking is if you want
13 to be able to review the deposition transcript and
14 sign off on it.

15 MR. MCJESSY: Very well said.

16 THE WITNESS: So what do I say?

17 MR. MCJESSY: You could either review the
18 transcript and note any errors you believe occurred in
19 transcription. You can't change your testimony. Like
20 you can't say, you know, I wish I said the light was
21 red and instead I testified the light was green. You
22 can't change your testimony, but you could note any
23 errors you believe occurred in transcription that the
24 court reporter made. So if you said the number was

Page 76

1 one and she wrote two, you can note on an errata sheet
2 saying I said --

3 THE WITNESS: No.

4 MR. MCJESSY: So you can waive that right or
5 reserve it. I don't care which, but we do that in
6 Illinois. So you need to --

7 THE WITNESS: I forgot you're in Illinois. I
8 wouldn't know if it was either Wisconsin, but no.

9 MR. MCJESSY: Okay. Then we're done.

10 (DEPOSITION CONCLUDED.)

Page 77	Page 78
<p>1 STATE OF ILLINOIS) 2) SS: 3 COUNTY OF C O O K) 4 I, GINA M. CAUSLEY, a duly-commissioned, 5 qualified Certified Shorthand Reporter for the County 6 of Cook and State of Illinois, a Certified Shorthand 7 Reporter of said State, do hereby certify: 8 That prior to the commencement of the 9 examination of JACIE ANN OLSON, she was previously 10 duly sworn remotely to testify the truth, the whole 11 truth, and nothing but the truth concerning the 12 matters herein; 13 That the said deposition was taken via 14 Zoom before me at the time and place specified and 15 that counsel present were as hereinbefore set forth; 16 That the testimony so given by said 17 witness was by me recorded stenographically and later 18 transcribed into print by me, and that the foregoing 19 is a true and complete transcription of the testimony 20 given by the witness on said day and date, to the best 21 of my reportorial knowledge, skill and ability; 22 That the reading and signing of said 23 deposition transcript was waived by the witness; 24 I FURTHER CERTIFY that I am not related to any of the parties herein, an employee of or</p>	<p>1 counsel for any of the parties herein, and have no 2 interest in the outcome of the litigation. 3 IN WITNESS WHEREOF, I have hereunto set 4 my hand and affixed my seal of office at Chicago, 5 Illinois, this _____day of _____, A.D., . 6 7 8 _____ 9 Certified Shorthand Reporter 10 County of Cook, State of Illinois. 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>